

BOARD OF EDUCATION AGENDA

REGULAR MEETING
January 10, 2017 - 5:30 PM

Alameda City Hall

2263 Santa Clara Avenue
Alameda, CA 94501

Regular meetings held in Council Chambers will be recorded and broadcast live on Comcast, Channel 15

The Board of Education will meet for Closed Session and to discuss labor negotiations, student discipline, personnel matters, litigation, and other matters as provided under California State law and set forth on the agenda below. Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:30 PM for all regular and special meetings, unless extended by a majority vote of the Board.

Writings relating to a board meeting agenda item that are distributed to at least a majority of the Board members less than 72 hours before the noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District administrative offices, 2060 Challenger Drive, Alameda, CA. Such writings may also be available on the District's website. (Govt Code 54957.5b). Individuals who require special accommodations (American Sign Language interpreter, accessible seating, documentation in accessible format, etc.) should contact Kerri Lonergan, Assistant to the Superintendent, at 337-7187 no later than 48 hours preceding the meeting.

IF YOU WISH TO ADDRESS THE BOARD OF EDUCATION

Please submit a "Request to Address the Board" slip to Kerri Lonergan, Assistant to the Superintendent, prior to the introduction of the item. For meeting facilitation, please submit the slip at your earliest possible convenience. Upon recognition by the President of the Board, please come to the podium and identify yourself prior to speaking. The Board of Education reserves the right to limit speaking time to three (3) minutes or fewer per individual. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four (4) minutes.

Closed Session Items: may be addressed under Public Comment on Closed Session Topics.

Non Agenda and Consent Items: may be addressed under Public Comments.

Agenda Items: may be addressed under either Public Comments or General Business after the conclusion of the staff presentation on the item.

A. CALL TO ORDER

1. Public Comment on Closed Session Topics: The Board of Education reserves the right to limit public comment to 10 minutes.
2. Adjourn to Closed Session - 5:30 PM - to discuss:

Conference with Legal Counsel Regarding Potential Litigation Pursuant to
Subdivision (b) to Government Code section 54956.9:
(1) Nelco v. Alameda Unified School District

Conference with Real Property Negotiators - Pursuant to Section 54956.8:
(1) Woodstock Campus, 1900 3rd Street Alameda, California, 94501
Agency Negotiators: Chad Pimentel, General Counsel
Negotiating Parties: Community Learning Center Schools, Inc.
Under Negotiation: Facilities Lease Amendment

Public Employment Pursuant to Subdivision 54957(b):
Unrepresented employee: Chad Pimentel, General Counsel
(1) Amendment to General Counsel Employment Contract

Confidential Student Matters - Pursuant to CA Education Code Section 35146:

Student Discipline/Expulsion/Readmit: None at this time.

Public Employee Discipline/Dismissal/Release - Pursuant to Subdivision 54957:

3. Reconvene to Public Session - 6:30 PM Council Chambers
4. Call to Order - Pledge of Allegiance - Adult School
5. Introduction of Board Members and Staff

B. MODIFICATION(S) OF THE AGENDA - The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action

C. APPROVAL OF MINUTES

1. Approval of Minutes - Minutes from the December 13th Board Meeting will be considered

D. COMMUNICATIONS

1. Highlighting Alameda Schools - Adult School
2. Written Correspondence - Written correspondence regarding an agenda item that is distributed to a majority of Board Members is shared.
3. Superintendent's Report - The Superintendent of Schools may make announcements or provide information to the Board and Public in the form of an oral report. The Board will not take action on such items.
4. Board Members' Report - The Board of Education Members may make announcements or provide information to the Public in the form of an oral report. The Board will not take action on such items.
5. Student Board Members' Report - Student Board Members may make announcements or provide information to the Board and the Public in the form of an oral report. The Board will not take action on such items.
6. Report from Employee Organizations - Representatives from the District's employee organizations may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. Alameda Education Association (AEA); California School Employees Association

Chapter 27 (CSEA 27); California School Employees Association Chapter 860 (CSEA 860).

7. Public Comments - Members of the public may address the Board on Consent Calendar Items, Agenda and Non-Agenda items within the subject matter jurisdiction of the District. However, speakers who have already spoken on an Agenda item during Communications will not be entitled to speak to that item under General Business. Public comments are limited to 30 minutes under this item. Any remaining comments will be heard under G.
8. Closed Session Action Report

E. ADOPTION OF THE CONSENT CALENDAR

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. Approval and Acceptance of Donations
4. Resolution No. 2016-2017.50 Approval of Budget Transfers, Increases, Decreases
5. Approval of Measure I Contracts (Standing Item)
6. Ratification of Contracts Executed Pursuant to Board Policy 3300
7. Resolution No. 2016-2017.49 for Annual Accounting for Developer Fees for Fiscal Year 2015-16 Collected by the District in Account: Fund 25
8. Proclamation: A Season for Nonviolence, January 30 – April 4, 2017
9. Proclamation: Martin Luther King Jr. Day, January 16, 2017
10. Approval of Quarterly Report on Williams Uniform Complaints
11. Approval of Special Education Local Plan Area Master Contracts
12. Approval of Certification of Administrators for Evaluation
13. La Familia Counseling Services and AUSD MOU to Support Summer Internships for Selected High School Students
14. Approval of Out-of-State Field Trip: Encinal Jr. & Sr. High School Civics Club

F. GENERAL BUSINESS – Informational reports and action items are presented under General Business. The public may comment on each item listed under General Business as the item is taken up. The Board reserves the right to limit public comment on General Business items to ten (10) minutes per item. The Board may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

1. Teacher of the Year Launch for 2016-17 (5 Mins/Information)
2. Overview of AUSD's Charter Oversight (10 Mins/Information)
3. Appointment of Representatives to AUSD-Authorized Charter School Boards (30 Mins/Action)
4. Enrollment Projections for Academy of Alameda Charter Schools' Proposition 39 Requests (10 Mins/Action)

5. Resolution No. 2016-2017.48 Declaring Alameda Unified School District as a Safe Haven School District (10 Mins/Information)

G. ADJOURNMENT

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Adjourn to Closed Session - 5:30 PM

Item Type:

Background: Adjourn to Closed Session - 5:30 PM - to discuss:

Conference with Legal Counsel Regarding Potential Litigation Pursuant to
Subdivision (b) to Government Code section 54956.9:

(1) Nelco v. Alameda Unified School District

Conference with Real Property Negotiators - Pursuant to Section 54956.8:

(1) Woodstock Campus, 1900 3rd Street Alameda, California, 94501

Agency Negotiators: Chad Pimentel, General Counsel

Negotiating Parties: Community Learning Center Schools, Inc.

Under Negotiation: Facilities Lease Amendment

Public Employment Pursuant to Subdivision 54957(b):

Unrepresented employee: Chad Pimentel, General Counsel

(1) Amendment to General Counsel Employment Contract

Confidential Student Matters - Pursuant to CA Education Code Section 35146:

Student Discipline/Expulsion/Readmit: None at this time.

Public Employee Discipline/Dismissal/Release - Pursuant to Subdivision 54957:

Goals:

Fund:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Department Budget:

Recommendation:

AUSD Guiding Principle:

Submitted By:

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Minutes - Minutes from the December 13th Board Meeting will be considered

Item Type:

Background: Staff has prepared minutes following Board Bylaw 9324 – Minutes and Recordings:
In order to ensure that the minutes are focused on Board action, the minutes shall include only a brief summary of the Board's discussion, but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion.

Goals:

Fund:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Department Budget:

Recommendation:

AUSD Guiding Principle:

Submitted By: Kerri Lonergan, Administrative Assistant to the Superintendent

ATTACHMENTS:

Description	Upload Date	Type
❑ Unadopted minutes 12 13 16	12/20/2016	Backup Material

BOARD OF EDUCATION MEETING

December 13, 2016
City Hall Council Chambers
2263 Santa Clara Avenue
Alameda, CA 94501

UNADOPTED MINUTES

REGULAR MEETING: The regular meeting of the AUSD Board of Education was held on the date and place stated above.

1. CALL TO ORDER

1. Public Comment on Closed Session Topics:

There were no public comments on Closed Session topics.

2. Swearing In of Newly Elected Board Members: Superintendent Sean McPhetridge performed the initial swearing in of the newly elected Board of Education Members: Ardella Dailey, Gray Harris, and Jennifer Williams.

3. Adjourn to Closed Session: 5:30 pm

4. Reconvene to Public Session: 6:30 pm

5. Call to Order - Pledge of Allegiance

Otis Elementary students led the Board, staff, and the audience in the Pledge of Allegiance.

6. Swearing In of Newly Elected Board Members: Judge Richard Bartalini performed the public swearing in of the newly elected Board of Education Members: Ardella Dailey, Gray Harris, and Jennifer Williams.

7. Introduction of Board of Education Members and Staff

Board of Education Members present: Ardella Dailey, Gray Harris, Solana Henneberry, Gary Lym, and Jennifer Williams; AUSD Executive Cabinet members present: Superintendent Sean McPhetridge, General Counsel Chad Pimentel, Chief Business Officer Shariq Khan, Chief Human Resources Officer Tim Erwin, and Chief Academic Officer Steven Fong; Student Board Member present: Elizabeth McDonough.

2. **MODIFICATION(S) OF THE AGENDA:** Consent Calendar Item #3: Resolution No. 2016-2017.41 Confirming Election of Current Board Vice President as New Board President in Accordance with Board Policy was pulled from the Consent Agenda and will be discussed after General Business item #10.

3. **APPROVAL OF MINUTES** – Minutes from the November 15th Board meeting were considered.

Motion to approve the adoption of the November 1, 2016 Board of Education meeting minutes.

MOTION: Member Harris

SECONDED: Member Lym

AYES: Members Dailey, Harris, Henneberry, Lym, Williams

NOES: None

MOTION APPROVED

4. COMMUNICATIONS

1. Highlighting Alameda Schools – Otis Elementary School

Otis Elementary Principal, Tanya Harris, explained the Otis School Mission Statement: “To work collaboratively with students, parents and community members to provide a caring, inclusive, safe and engaging learning environment that promotes high achievement and personal best for all students as life-long learners.” Ms. Harris also presented information on the school’s LCAP Goals, Essential Pillars, Positive Behavior Intervention and Supports (PBIS) plans, the English Learner (EL) Program, and Family Engagement efforts at the school.

2. Employee of the Month – Chris Natali from the Maintenance and Facility Department received the December Employee of the Month.
3. Written Correspondence – The Board did not receive any written correspondence related to this agenda.
4. Superintendent’s Report

Dr. McPhetridge opened his report by welcoming the newly seated Board of Education. Dr. McPhetridge mentioned Alameda Education Foundation (AEF) will be giving information on their accomplishments and goals for the school year and stated that we have a better district when we work together with our community partners.

Dr. McPhetridge thanked outgoing Board President Solana Henneberry, who served as president admirably even while facing medical challenges. Dr. McPhetridge welcomed Board Member Gary Lym, who will be the Board President in the New Year.

Dr. McPhetridge welcomed new (and returning) Board of Education members Ardella Dailey, Gray Harris, and Jennifer Williams and thanked Judge Richard Bartalini for performing the second swearing in ceremony of the night.

Dr. McPhetridge thanked outgoing CSEA 860 President Frank Muñoz and outgoing CSEA 27 President Karen Keegan for their service to their members and to AUSD as a whole.

Superintendent Sean McPhetridge gave information about the following November proclamations:

- Day of the Special Educator – December 3rd
- Inclusive Schools Week – First week of December

Dr. McPhetridge thanked the Alameda community for passing Measures B1, Proposition 51, Proposition 55, and Proposition 58. Dr. McPhetridge also asked the community to try to focus on the good things that are happening while being mindful of the challenges we have.

5. Board Members’ Report

Board Member Gary Lym: Member Lym wished everyone a very happy holiday season and thanked the community, teachers, families, and staff for the recent passage of the Measure B1 Parcel Tax. Member Lym welcomed the new Board Members, Ardella Dailey and Jennifer Williams, and thanked outgoing Board President Solana Henneberry and incoming Vice President Gray Harris. Member Lym thanked outgoing CSEA 27 president Karen Keegan for everything she does for the students at Encinal, especially his son who graduated last year. Member Lym also thanked Frank Muñoz for his service and commitment to serving the members of CSEA 860.

Board Member Gray Harris: Member Harris welcomed new Board Members Dailey and Williams and thanked outgoing CSEA 27 and CSEA 860 presidents, Karen Keegan and Frank Muñoz.

Member Harris mentioned she attended the Alameda Family Services Home Holiday Tour and invited members of the audience to participate in the event when it comes around again next year.

Board Member Solana Henneberry: Member Henneberry stated she went to the recent California School Boards Annual Education Conference in San Francisco. Member Henneberry appreciated the workshop she attended on Social and Emotional Wellness for students and is happy that AUSD is addressing these issues.

Member Henneberry welcomed new Board Members Dailey and Williams and returning Board Member Harris.

Board Member Ardella Dailey: Member Dailey stated she is pleased to be here and looking forward to her time on the Board.

Board Member Jennifer Williams: Member Williams expressed how happy and excited she is to be serving on the Board and thanked the community for their support. Member Williams stated she is very much looking forward to working with AUSD.

6. Student Board Members' Report

Elizabeth McDonough, Alameda High School Student Board Member: Ms. McDonough welcomed the new Board Members. Ms. McDonough gave information about the various activities the Alameda High School Leadership Class is involved with during this time, including staffing Thompson Avenue's Christmas Tree Lane.

7. Report from Employee Organizations

Audrey Hyman, President, Alameda Education Association (AEA): Ms. Hyman welcomed AUSD's new Board members Ardella Dailey and Jennifer Williams and returning Board member Gray Harris. Ms. Hyman stated she is proud of the work done in the last few years and looks forward to continuing collaboration in the years to come. Ms. Hyman thanked Karen Keegan and Frank Muñoz for their leadership. Ms. Hyman wished everyone a happy holiday season.

Frank Muñoz, President, CSEA 860 and Head Custodian at Bay Farm School: Mr. Muñoz thanked the Board for working with CSEA 860 so collaboratively. Mr. Muñoz also thanked Superintendent Sean McPhetridge, Chief Human Resources Officer Tim Erwin, HR Manager Humera Khalil, Classified Technician Kat Mendoza, Administrative Assistant Kerri Lonergan, Chief Business Officer Shariq Khan, Maintenance and Facilities Lead Jerome Thomas, and CSEA 27 President Karen Keegan. Mr. Muñoz stated Karen Keegan has helped him grow into his leadership tremendously and has been a mentor to him.

Karen Keegan, President, CSEA 27 and Counseling Office Technician at Encinal High: Ms. Keegan welcomed the new Board and stated she will retire at some time this school year. Ms. Keegan has worked for AUSD for 38 years, has worked for 5 superintendents, and 10 Human Resources Chiefs. Ms. Keegan shared her appreciation for current CHRO Tim Erwin. Ms. Keegan stated she will continue on with her work for CSEA 27 even after she retires.

8. Public Comments

There were no public comments.

9. Closed Session Action Report

The Board voted unanimously to authorize counsel for the District to commence a validation action in state superior court regarding the lease-leaseback agreement regarding the modernization project at Maya

5. ADOPTION OF THE CONSENT CALENDAR

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. ~~Resolution No. 2016-2017.41 Confirming Election of Current Board Vice President as New Board President in Accordance with Board Policy~~
4. Resolution No. 2016-2017.42 Confirming Election of Current Board Clerk as New Board Vice President in Accordance with Board Policy
5. Resolution No. 2016-2017.43 Appointment of Board Secretary
6. Approval of 2017 Schedule of Board of Education Meetings
7. Approval and Acceptance of Donations
8. Resolution No. 2016-2017.45 Approving Administrative Designees for Discipline Hearing Panel(s)
9. Approval of Bill Warrants and Payroll Registers
10. Approval of Special Education Local Plan Area Master Contracts
11. Proclamation: Inclusive Schools Week, First Week of December
12. Proclamation: Day of the Special Educator, December 3, 2016
13. Approval of New Secondary Course Descriptions
14. Resolution No. 2016-2017.47 Approval of Budget Transfers, Increases, Decreases
15. Approval of Measure I Contracts (Standing Item)
16. Ratification of Contracts Executed Pursuant to Board Policy 3300
17. Approval of Memorandum of Understanding with Northern Alameda Consortium for Adult Education (NACAE)
18. Approval of Out-of-State Field Trip: Alameda High School Athletics
19. Resolution No. 2016-2017.46 Authorization to Dispose of Surplus Property
20. Approval of Memorandum of Understanding for the Sharing of Data with Peralta Community College
21. Peralta Community College District and AUSD Special Admit MOU Extension

Motion to approve the adoption of the Consent Calendar with the exception of Consent Calendar Item #3, which will be discussed at the end of General Business.

MOTION: Member Harris

SECONDED: Member Lym

AYES: Members Dailey, Harris, Henneberry, Lym, Williams

NOES: None

MOTION APPROVED

F. GENERAL BUSINESS

1. Alameda Education Foundation - 2015-2016 Achievements and 2016-2017 Goals

Alameda Education Foundation (AEF) President Bill Sonneman and Executive Director Vicki Sedlack presented AEF's accomplishments from 2015-16 and their goals for the current school year. Some of the programs AEF provides are the Middle School Sports Program, which includes volleyball, basketball, and track and field. The Middle School Sports Program serves over 600 students in grades 6-8. AEF also runs afterschool enrichment classes, summer camps, and technology classes. There is a district wide

robotics program based at Wood Middle School. AEF also supports visual and performing arts, including collaboration with AUSD music teachers and community partners. New programs AEF launched last year included the AEF College Test Prep Courses, Personal Statement Workshops, and College Finance Seminars. The big social event of the year for AEF is the Annual Salute to Education, which will be held on April 21, 2017 at Rhythmix Cultural Works.

Board Members thanked Mr. Sonneman and Ms. Sedlack for their work to adopt classrooms, and one Board Member, a former teacher, stated the money given does a great amount for teachers and students. A Board Member thanked AEF leadership for the Robotics courses and the new College Test Prep classes.

2. Approval of Measure I Edison Schematic Design

Nick Stephenson, Associate for Quattrocchi Kwok Architects (QKA), presented the plans for the modernization project at Edison Elementary School. The schematic design includes work derived from the District Master Plan, the Measure I Implementation Plan (Plan B), and priorities as expressed by the site staff through a series of site committee meetings.

Motion to approve the Measure I Edison Schematic Design.

MOTION: Member Lym

SECONDED: Member Harris

AYES: Members Dailey, Harris, Henneberry, Lym, Williams

NOES: None

MOTION APPROVED

3. Election of Board Clerk

The Board designated the meeting as the annual organizational meeting required by section 35143 of the Education Code. Section 35143 states that the Board shall elect officers at its annual organizational meeting. One such officer is the Board Clerk.

Board Bylaw 9100 states that a member elected Clerk must be one who previously has not held Board office unless (1) all Board members have previously held Board office, or (2) all members who have not previously held Board office decline their nominations. Currently, members Dailey and Williams are the only Board members who have not held Board office.

Motion to elect Board Member Dailey as the Board Clerk.

MOTION: Member Harris

SECONDED: Member Henneberry

AYES: Members Dailey, Harris, Henneberry, Lym, Williams

NOES: None

MOTION APPROVED

4. Consideration of Nomination of a Board Member to the California School Boards Association (CSBA) Delegate Assembly

Chad Pimentel, General Counsel, gave information to the Board about the California School Boards Association (CSBA) Delegate Assembly.

At this time, no Board members are interested in serving in this capacity.

5. Approval of Appointment of Board Representative to the Redevelopment Successor Agency Oversight Board

The Redevelopment Oversight Board shall perform the duties described in Chapter 4 (commencing with Section 34179) of Part 1.85 of Division 24 of the Health and Safety Code, as may be accepted from time-to-time in connection with the winding down of the affairs of the former Community Improvement Commission of the City (CIC) of Alameda by the City of Alameda in its capacity as Successor Agency of the City.

Motion to approve the appointment of Board Member Harris to serve as Board representative to the Redevelopment Successor Agency Oversight Board.

MOTION: Member Henneberry

SECONDED: Member Lym

AYES: Members Dailey, Harris, Henneberry, Lym, Williams

NOES: None

MOTION APPROVED

6. Approval of First Interim Budget

Shariq Khan, Chief Business Officer, gave the Board an update on the First Interim Budget.

A Board Member asked for information on the how much money the district lost on the reduction of the number of unduplicated students (students who qualify for free and reduced lunch).

Motion to approve the First Interim Budget Report.

MOTION: Member Harris

SECONDED: Member Williams

ROLL CALL VOTE

AYES: Members Dailey, Harris, Henneberry, Lym, Williams

NOES: None

MOTION APPROVED

7. Approval of Measure I Bond Oversight Committee Membership

The Measure I Bond Oversight Committee has been accepting applications for two categories: a member of a bona fide tax group and a member of the business community. Superintendent Sean McPhetridge gave information about the recent application of a member of a bona fide tax group representative, Anne McKereghan.

Motion to approve Measure I Bond Oversight Committee Membership.

MOTION: Member Harris

SECONDED: Member Lym

AYES: Members Dailey, Harris, Henneberry, Lym, Williams

NOES: None

MOTION APPROVED

8. AB 1200 Approval: CSEA 860

Chief Business Officer, Shariq Khan, gave financial information related to the increase offered to the CSEA 860 bargaining group.

Public Hearing opened: 8:08pm

Public Hearing closed: 8:08pm

Motion to approve CSEA 860 AB 1200.

MOTION: Member Harris

SECONDED: Member Williams

ROLL CALL VOTE

AYES: Members Dailey, Harris, Henneberry, Lym, Williams

NOES: None

MOTION APPROVED

9. Approval of Tentative Agreement between AUSD and CSEA 860

Following negotiations between AUSD and California School Employees Association, Chapter 860 (CSEA 860), the parties reached tentative agreement covering reopener articles and revised job descriptions. Chief Human Resources Officer Tim Erwin presented this agreement to the Board of Education for approval.

Motion to approve tentative agreement between AUSD and CSEA 860.

MOTION: Member Harris

SECONDED: Member Lym

ROLL CALL VOTE

AYES: Members Dailey, Harris, Henneberry, Lym, Williams

NOES: None

MOTION APPROVED

10. Approval of Revised Salary Schedule for Unrepresented Employees: Certificated and Classified Management, Behavioral Specialists, Occupational Therapists, and Confidential Employees for 2016-17

In accordance with Board Policy 4351, the updated salary schedule for Unrepresented Employees: Certificated and Classified Management, Behavioral Specialists, Occupational Therapists, and Confidential Employees was presented to the Board for approval by Chief Human Resources Officer Tim Erwin.

Motion to approve revised salary schedule for Unrepresented Employees: Certificated and Classified Management, Behavioral Specialists, Occupational Therapists, and Confidential Employees for 2016-17.

MOTION: Member Harris

SECONDED: Member Williams

ROLL CALL VOTE

AYES: Members Dailey, Harris, Henneberry, Lym, Williams

NOES: None

MOTION APPROVED

11. Consent Item #3 – Resolution No. 2016-2017.41 Confirming Election of Current Board Vice President as New Board President in Accordance with Board Policy

Member Lym explained his reason for pulling this item from the Consent Calendar. Member Lym stated he wanted Member Henneberry to complete the meeting as President of the Board, and he extended his appreciation to Member Henneberry for her service over the last year as Board President. Member Lym stated Member Henneberry has fought for all students and he has appreciated Member Henneberry giving all Board Members a voice.

Motion to approve Resolution No. 2016-2017.42 Confirming Election of Current Board Vice President as New Board President in Accordance with Board Policy.

MOTION: Member Harris

SECONDED: Member Henneberry

AYES: Members Dailey, Harris, Henneberry, Lym, Williams

NOES: None

MOTION APPROVED

H. ADJOURNMENT

The Board of Education meeting was adjourned at 8:12 pm.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Highlighting Alameda Schools - Adult School

Item Type: Communications

Background: Highlighting Alameda Schools - Adult School

Goals: Routine Matter

Fund:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Department Budget: N/A

Recommendation:

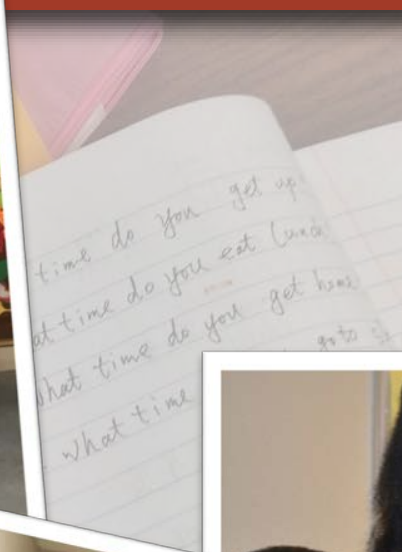
AUSD Guiding Principle:

Submitted By: Steven Fong, Chief Academic Officer

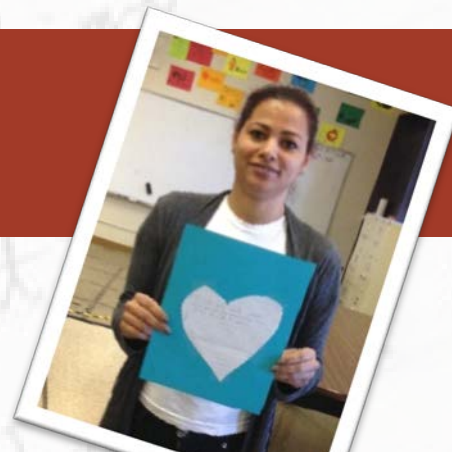
ATTACHMENTS:

Description	Upload Date	Type
□ Highlighting - Alameda Adult School	12/20/2016	Presentation

Alameda Adult School



Introduction



**English as a Second
Language**

**Transitions to
College and Career**

**Ruby Bridges
Family Literacy**

**High School Diploma
& Test Equivalency**

English as a Second Language

- 712 Adult Students
- AM and PM Classes
- 6 levels of ESL
- Waiting Lists in Level 1 & 2
- Primary home languages
 - Spanish
 - Chinese
 - Vietnamese
 - Other



High School Diploma & Equivalency

- Offer Core Academic Courses and Test Prep Course
- 97 Adult Students
- **39 Graduates in 2016**
- AUSD High School Student Credit Recovery



Ruby Bridges Family Literacy



- 29 ELL parents of AUSD K-12 students and their 16 children
- Students learn strategies and practices that help their children succeed academically

Family Literacy - Childcare

- Childcare includes pre-K instruction for 2 - 4 year old children



Adult School Generated Funding

State Funding

North Alameda
Consortium of
Adult Education
(NACAE)

\$753,278

Federal Grant

Workforce Innovation
& Opportunity Act
(WIOA)

\$313,612

TOTAL \$1,066,890

North Alameda Adult Education Consortium

- **Transitions**
 - Concurrent Enrollment for Adult School Students at Peralta
 - Data Sharing MOU
 - Adult School Teacher in Community College Courses
- **Small Group Interventions**
 - Challenges: Morphosyntactic Awareness
 - Basic Technology Skills

North Alameda Adult Education Consortium

- **Future Projects**

- Summer School
- Career Pathways with Peralta
- Coteaching with Peralta
- Marketing and Adult Ed County Website
- Joint Adult School Graduation
- Wrap around, job development and placement services through CBO partnerships

Open House

**Students and
their families!**

Science Challenge!

**Tonya Love from Rob
Bonta's Office!**

Trivia Winners!



Thank You!



ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Certificated Personnel Actions

Item Type: Consent

Background:

Goals: Routine Matter

Fund:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2016-2017 budget.

Department Budget:

Recommendation: Approve as submitted.

AUSD Guiding Principle: #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Timothy Erwin, Chief Human Resources Officer

ATTACHMENTS:

Description	Upload Date	Type
☐ Certificated Personnel Report	1/11/2017	Backup Material

Certificated Personnel Actions January 10, 2017

Temporary Appointment(s)- Ending June 9, 2017

<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
Armstead	Karen	Mild/Moderate	1.0	Encinal Jr/Sr High	1/9/2017

Other Appointment(s)

<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
Rodecker	Catherine	Psychologist	1.0	Student Svcs	1/9/2017

Release(s)

<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>Reason</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
Camicia	Gina	Preschool Education Specialist	Temporary Contract Ended	1.0	Ruby Bridges	12/21/2016
Dean	Myra	Mathematics	Temporary Contract Ended	.20	Alameda High	1/10/2017

Leave of Absence(s)

<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>Reason</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
Hoffmeister	Birgit	Leave Counselor	Medical	1.0		1/9/17 - 6/9/17
Zimmerman	Sarah	Mild/Moderate	Child Rearing	.20	Encinal Jr/Sr High	1/9/17 - 6/9/17

Certified:

Timothy Erwin Chief Human Resources Officer

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Classified Personnel Actions

Item Type: Consent

Background:

Goals: Routine Matter

Fund:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2016-2017 budget.

Department Budget:

Recommendation: Approve as submitted.

AUSD Guiding Principle: #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Timothy Erwin, Chief Human Resources Officer

ATTACHMENTS:

Description	Upload Date	Type
☐ Classified Personnel Report	1/11/2017	Backup Material

**Classified Personnel Actions
January 10th, 2017**

Appointments

<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
Alexander	Michael	SPED Para V	0.75	AHS	12/19/2016
Rome	Gio	SPED Para V	0.75	Edison	1/9/2017

Change of Status

<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
Dow	Jenny	SPED Para V	0.75	WMS	
		to SPED Para V	0.75	Ruby	12/20/2016
Lu	Louie	FS II-Van Driver	0.5		
		to FS II-Van Driver	1	FS	12/16/2016
Freeman	Deirdre	SPED Para V	0.75	Paden	
		to SPED Para III	0.75	Otis	12/16/2016

Resignations

<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
Leon	Brandon	FS Asst. II-Van Driver	1	FS	Rev-1/6/2017
Sullivan	Robin	SPED Para V	0.75	Lum	12/14/2016

Retirement

<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
Cooley	Terri	School Office Mgr.	1	Otis	1/16/2017

Certified:



Timothy Erwin, Chief Human Resources Officer

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval and Acceptance of Donations

Item Type: Consent

Background: Throughout the school year, donations are routinely accepted by the District. The donations are from various sources and are commonly designated for specific uses.

Goals: Routine Matter

Fund: General Fund

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): Will increase the revenues of the District in the amount of \$9,012.01

Department Budget: Various

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Chief Business Officer

ATTACHMENTS:

Description	Upload Date	Type
☐ Summary Site Donations	12/20/2016	Backup Material

2016-2017
Summary Site Donations
December 07, 2016 - December 19, 2016

Slip Date	Site	Check#	Date	Donor	Amount	Site Total	Total Donatic Account
11/10/2016	AHS	2667	11/6/2016	Audrey Chang	\$ 15.00		K-12 Instruction
11/30/2016	AHS	4364	9/13/2016	Christine Naccarelli	\$ 25.00		K-12 Instruction
11/30/2016	AHS	1375	11/29/2016	Photo 360	\$ 435.00		K-12 Instruction
						\$ 475.00	
12/14/2016	ASTI	1110086987	11/30/2016	Mary King	\$ 600.00		K-12 Instruction
12/14/2016	ASTI	115	11/14/2016	Felipe Homma	\$ 200.00		K-12 Instruction
12/14/2016	ASTI	6637	11/21/2016	Craig Miott-Khyber Inv	\$ 300.00		K-12 Instruction
12/14/2016	ASTI	9021	11/10/2016	Ronald Ester Lastimose	\$ 50.00		K-12 Instruction
12/14/2016	ASTI	170	12/8/2016	Amy Arbretton	\$ 400.00		K-12 Instruction
12/15/2016	ASTI Cash		No Date	No Name	\$ 675.00		K-12 Instruction
12/15/2016	ASTI Cash		No Date	No Name	\$ 1,142.00		K-12 Instruction
12/15/2016	ASTI Cash		No Date	No Name	\$ 412.00		K-12 Instruction
						\$ 3,779.00	
12/2/2016	Bay Farm	5761	11/29/2016	Bay Farm PTA	\$ 775.75		K-12 Instruction
12/6/2016	Bay Farm	1110087162	11/30/2016	PG&E	\$ 159.00		K-12 Instruction
12/6/2016	Bay Farm	1110090660	11/30/2016	PG&E	\$ 159.00		K-12 Instruction
						\$ 1,093.75	
12/6/2016	Edison	51221	11/30/2016	Philanthropic Ventures Fou	\$ 415.00		K-12 Instruction
11/17/2016	Edison	21338	11/17/2016	Tea	\$ 5.92		K-12 Instruction
						\$ 420.92	
12/15/2016	Haight	51078	No Date	Xfinity	\$ 51.07		K-12 Instruction
						\$ 51.07	
12/8/2016	Island	2092	11/14/2016	Alameda Welfare Council	\$ 1,000.00		K-12 Instruction
						\$ 1,000.00	
12/13/2016	Lincoln	8265	11/29/2016	James Schaefer	\$ 65.00		K-12 Instruction
						\$ 65.00	
12/8/2016	Otis	1245291	11/23/2016	Wells Fargo	\$ 296.17		K-12 Instruction
12/8/2016	Otis	1110090702	11/30/2016	PG&E	\$ 30.00		K-12 Instruction
12/8/2016	Otis	1110087207	11/30/2016	PG&E	\$ 30.00		K-12 Instruction
						\$ 356.17	
11/29/2016	Paden	148451	11/29/2016	Inter-State Studio	\$ 521.10		K-12 Instruction
12/13/2016	Paden	2174	12/13/2016	Paden PTA	\$ 600.00		K-12 Instruction
						\$ 1,121.10	
12/2/2016	Ruby Bridges	1918	12/1/2016	Ruby Bridges PTA	\$ 400.00		K-12 Instruction
						\$ 400.00	
12/8/2016	Wood	877707	12/7/2016	Cal State University East Ba	\$ 250.00		K-12 Instruction
						\$ 250.00	
							9,012.01

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2016-2017.50 Approval of Budget Transfers, Increases, Decreases

Item Type: Consent

Background: After the adoption of the proposed budget for the fiscal year, it is often necessary to make budgetary transfers and revisions. Budget transfers allow budget managers to redistribute funds as needs and plans change. Budget revisions allow the District to increase or decrease funds based on entitlements and grants actually received by the District.

Goals: Routine Matter

Fund: General Fund

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): Will increase revenues and expenditures in the District in the amount of \$9012.01

Department Budget: Various

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

Submitted By: Shariq Khan, Chief Business Officer

ATTACHMENTS:

Description	Upload Date	Type
❑ Attachment A	12/20/2016	Backup Material
❑ 2016-2017.50	12/20/2016	Resolution Letter

BUDGET REVISIONS

(Budget Revisions affect Fund Balance;
Amounts are either added or subtracted from Fund Balance)

School/Dept	Description	Amount
AHS	Donations	\$ 475.00
ASTI	Donations	\$ 3,779.00
Bay Farm	Donations	\$ 1,093.75
Edison	Donations	\$ 420.92
Haight	Donations	\$ 51.07
Island	Donations	\$ 1,000.00
Lincoln	Donations	\$ 65.00
Otis	Donations	\$ 356.17
Paden	Donations	\$ 1,121.10
Ruby Bridges	Donations	\$ 400.00
Wood	Donations	\$ 250.00

Total Donations \$ 9,012.01

ALAMEDA UNIFIED SCHOOL DISTRICT

Alameda, California

Resolution

Approval of Budget Transfers, Increases, Decreases

January 10, 2017

Resolution No. 2016-2017.50

WHEREAS, the state statutes require budget appropriations to be adopted by the Board of Education in the following object codes:

1000	Certificated Salaries
2000	Classified Salaries
3000	Employee Benefits
4000	Books and Supplies
5000	Services and Other Operating Expense
6000	Capital Outlay
7000	Other Sources and Uses

AND, WHEREAS, the Board of Education desires to change the adopted appropriations;

NOW, BE IT RESOLVED that the changes be made to the adopted appropriations as per Attachment A.

PASSED AND ADOPTED by the following vote this 10th day of January, 2017:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Gary K. Lym,
President Board of Education
Alameda Unified School District

ATTEST:

By: _____

Sean McPhetridge, Secretary
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Measure I Contracts (Standing Item)

Item Type: Consent

Background: Alameda voters approved Measure I in November 2014, and the Bond Program Project Schedule: Option 5A was approved at the April 14, 2015 board meeting.

As the bond program schedule dictates, there will be various contracts to come before the Board for approval. Contracts may include construction bid contracts, architectural services contract addenda, specialists/consultants agreements, etc. Staff has created a standing board item to approve the bond program contracts to keep the bond program contracts separate from the approval of other contracts.

The following contracts related directly to the Measure I Bond Program are presented for ratification:

1. (Fund 21) Professional Services Agreement between AUSD and Advanced Inspections, Inc. for a total not to exceed \$45,720.00.

Goals: Create a system of attractive school options

Fund:

Fund Codes: 21 Building – Bond Fund

Fiscal Analysis

Amount (Savings) (Cost): See attached contract(s) for detailed expenditures.

Department Budget:

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Chief Business Officer

ATTACHMENTS:

Description	Upload Date	Type
❑ PSA - Advanced Inspections	12/20/2016	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Advanced Inspections, Inc. (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services.** The CONTRACTOR shall provide the following services:

For Otis Elementary School Increment 2 project: perform DSA IOR inspections required for the submitted and approved DSA plan, specification, and codes relating to the referenced project located at 3010 Fillmore St, Alameda, CA 9450. DSA Application #01-115370, File #1-1.

2. **Terms.** CONTRACTOR shall commence work on December 5, 2016, or the day immediately following approval by an executive cabinet member, if the total amount the CONTRACTOR has contracted with the District is below \$87,800 in the current fiscal year, or the Board of Education if total Agreement equals or exceeds \$87,800, whichever is later. All contracts over \$25,000 must be presented to the Board of Education for approval within sixty (60) days of work commencing. The work shall be completed no later than May 31, 2017.

3. **Compensation. Check one of the following boxes:**

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

- 3.1 ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- 3.2 ☒ CONTRACTOR will be compensated at an hourly rate. Contractor will provide a maximum of hours of service at a rate of \$ 90 per hour for a total not to exceed \$ \$45,720.
- 3.3 ☐ Other: _____

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows: _____

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Check one of the following boxes:

4.1 ☒ **School-based Agreements:** How does this service support your academic goals and increase student achievement as described in the Board-approved School Site Plan? To improve facilities for better use.

4.2 ☐ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? _____

5. Conduct of Contractor. CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

5.1 Tuberculosis Screening. Check one of the following boxes:

5.1.1 ☐ TB Clearance will be completed through the AUSD Human Resources Department prior to starting work.

5.1.2 ☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.

SR (CONTRACTOR initials)

RL (District Representative initials)

5.2 **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

5.2.1 ☐ Fingerprint Clearance will be completed through the AUSD Human Resources Department prior to starting work.

- 5.2.2 ☒ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 7.2 because CONTRACTOR's services are of limited duration and District employees will directly supervise CONTRACTOR at all times that CONTRACTOR is in the presence of students.

SL
FL

(CONTRACTOR initials)

(District Representative initials)

- 5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

- 6.1 **Workers' Compensation Insurance. Check one of the following boxes.** If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check only one of the boxes below:

- ☐ The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- ☐ The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

- 6.2 **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured. Evidence of insurance is attached. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and AUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest were named as an insured.

- 6.3 **Professional Liability Insurance.** If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

- 6.3.1 ☐ **Waiver of Insurance.** CONTRACTOR is not required to maintain any insurance under this Agreement. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

_____(CONTRACTOR initials)

_____(District Representative initials)

7. **Notices.** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD Representative:

Name: Robbie L yng
E-mail: rlyng@alameda.k12.ca.us
Site/Dept: AUSD-MOF
Address: 2060 Challenger Dr., Alameda, Ca 94501
Phone: 510-337-7090

CONTRACTOR:

Name: Jason Polyzos
Title: Class 1 DSA Inspector
Address: 381 51st Ave.
San Franciscok CA, 94118
Phone: 510-962-2254

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

8.1 Invoice shall include but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

8.2 In addition, unless specifically waived by AUSD as set forth above, invoices from Agencies or Organizations must include evidence of compliance with section 7 herein.

9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

10. Contractor Qualifications / Performance of Services.

10.1 Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

10.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent

contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.

12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
13. **Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
14. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
15. **Indemnification.** CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
17. **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

18. **Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
19. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
- 20.1 Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 20.2 Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agree to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. CONTRACTOR will be permitted access to student data only where permissible under state and federal law and only after executing AUSD's Confidentiality Agreement Regarding Student Data.
23. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

- 24. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 25. Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 27. Signature Authority.** Each party has the full power and authority to enter into and perform the Agreement and the person signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.
- 28. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 30. Other.** Additional terms set forth in this paragraph 30 must be approved by AUSD General Counsel:
_____ (General Counsel initials)

I. SITE

CONTRACTOR

Print Name & Title: JASON POLYZOS, CEO ADVANCED INSPECTIONS INC.CONTRACTOR Signature: [Signature]Date: 11/22/16

SOURCE OF FUNDS

Unrestricted Funds (general fund) _____ Donated Funds _____

Restricted Funds (categorical) _____ with Appropriate Director Approval: _____ (Director Signature)

Budget Code: 21-9501-0-0000-8500-6234-013-77-3037Requesting Administrator: [Signature]Date: 12/2/16

FORWARD TO: Business Services Administrative Assistant for Processing

II. HR

Human Resource Approval ☒ Yes ☐ NoSignature of Human Resource Administrator: [Signature]Date: 12/14/16

FORWARD TO: Business Services Administrative Assistant for Processing

III. CABINET

- ☐ Superintendent, Sean McPhetridge
- ☐ Chief Human Resources Officer, Tim Erwin
- ☐ Chief Academic Officer, Steven Fong
- ☐ Chief Student Support Officer, Kirsten Zazo

- ☐ General Counsel, Chad Pimentel
- ☒ Chief Business Officer, Shariq Khan

Signature of Cabinet Member: [Signature]Date: 12-16-16

BOE Approval Required For Contracts Equal To Or Greater Than \$87,800:

IV. BOARD

Signature of President, Board of Education

Date

Signature of Secretary, Board of Education

Date

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

N/A 11/22/16 88

Instructions to Independent Contractors

Contractors who are not corporations should complete this form and submit with other contract documents.
Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.

INDEPENDENT CONTRACTOR STATUS CHECKLIST

(Employee v. Independent Contractor)

Independent

Retired school employee?

☐ Yes

☐ No

Contractor's Name: _____

Current school employee?

☐ Yes

☐ No

COMMON LAW FACTORS:

- ☐ **NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- ☐ **NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- ☐ **RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.
- ☐ **WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.
- ☐ **OWN WORK HOURS:** The worker will establish the work hours for the job.
- ☐ **NOT A CONTINUING RELATIONSHIP:** The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.
- ☐ **CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.
- ☐ **TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.
- ☐ **JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.
- ☐ **ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.
- ☐ **BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.
- ☐ **WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.
- ☐ **BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.
- ☐ **OWN TOOLS/EQUIPMENT:** The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.

- ☐ **SIGNIFICANT INVESTMENT:** The worker can perform services without hiring AUDS's facilities (equipment, office furniture, machinery, etc.). The worker's investment in his/her trade is real, essential, and adequate.
- ☐ **SERVICES AVAILABLE TO GENERAL PUBLIC:** The worker makes his/her services available to the general public by (check one or more):
- ☐ Having an office and assistants
 - ☐ Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
 - ☐ Having business signs
 - ☐ Having a business license
 - ☐ Listing services in a business directory
 - ☐ Other
 - ☐ (Attached copies of business license, business cards, letterhead, advertisements)
- ☐ **POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):
- ☐ The worker hires, directs, and pays assistants
 - ☐ The worker has his/her own office, equipment, materials, or facilities
 - ☐ The worker has continuing and recurring liabilities
 - ☐ The worker has agreed to perform specific jobs for prices agreed upon in advance
 - ☐ The worker's services affect his/her own business reputation
- ☐ **LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.
- ☐ **NO COMPENSATION FOR NON-COMPLETION:** The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.
- ☐ **NO INTERIM REPORTS:** The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered "interim" or "progress" reports.)

I, _____ (contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature: _____

ADVANCED INSPECTIONS INC.

381 15th Ave
San Francisco, CA 94118
(510) 962-2254

November 21, 2016

To: Brenda Parella, AUSD Construction Project Manager

From: Jason Polyzos

Brenda,

Please find my proposal for inspection services for the following projects:

- Otis Elementary School Inc #2, DSA app # 01-115370

Projects Duration:

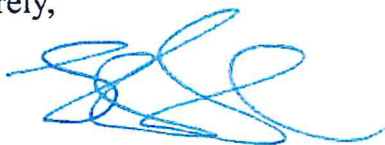
December 5th through May 31st

Total of 5 days per week at 4 hours a day @ \$90 per hour.
127 days = 508 hours @ \$90 = \$45,720

Total Inspection Cost: \$45,720.00

Saturdays will be extra, minimum 4 hours at regular rate.

Sincerely,



Jason Polyzos
President - Advanced Inspections Inc
DSA Class 1 Inspector #5818

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Ratification of Contracts Executed Pursuant to Board Policy 3300
Item Type:	Consent
Background:	<p>On August 9, 2016, the Board of Education delegated authority to enter into contracts on behalf of the Alameda Unified School District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111 and Education Code section 17604 to the Superintendent of Schools, Chief Student Support Officer, Chief Academic Officer, Chief Business Officer, Chief Human Resources Officer, and the General Counsel.</p> <p>Resolution Number 2016-2017.04 further limited the delegation to expenditures of less than \$87,800 and required that the Board of Education ratify the contracts within sixty (60) days of incurring the expense.</p> <p>The following contracts are presented for ratification:</p> <ol style="list-style-type: none">1. (Fund 01) Professional Services Agreement between AUDS and RO Health for a total not to exceed \$30,500.00.2. (Fund 01) Professional Services Agreement between AUDS and Ellen Hoke, Corp. for a total not to exceed \$27,100.00.3. (Fund 01) Professional Services Agreement between AUDS and Collaborative Learning Solutions, LLC. for a total not to exceed \$30,000.00.
Goals:	Routine Matter
Fund:	General Fund
Fund Codes:	01 General Fund
Fiscal Analysis	
Amount (Savings) (Cost):	See attached contract(s) for detailed expenditures.
Department Budget:	N/A
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#5 - Accountability, transparency, and trust are necessary at all levels of the organization. #6 - Allocation of funds must support our vision, mission, and guiding principles. #7 - All employees must receive respectful treatment and professional support to achieve district goals.
Submitted By:	Shariq Khan, Chief Business Officer

ATTACHMENTS:

Description	Upload Date	Type
☐ PSA - RO Health	12/20/2016	Backup Material
☐ PSA - Ellen Hoke	12/20/2016	Backup Material
☐ PSA - Collaborative Learning Solutions	12/20/2016	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and RO Health, Inc. (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services:

Health Services - Providing Diabetes/ health care for identified students.

2. Terms. CONTRACTOR shall commence work on November 15, 2016, or the day immediately following approval by an executive cabinet member, if the total amount the CONTRACTOR has contracted with the District is below \$87,800 in the current fiscal year, or the Board of Education if total Agreement equals or exceeds \$87,800, whichever is later. All contracts over \$25,000 must be presented to the Board of Education for approval within sixty (60) days of work commencing. The work shall be completed no later than June 30, 2017.

3. Compensation. Check one of the following boxes:

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

3.1 ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.

3.2 ☐ CONTRACTOR will be compensated at an hourly rate. Contractor will provide a maximum of hours of service at a rate of \$_____ per hour for a total not to exceed \$_____.

3.3 ☒ Other: LVN: \$47.60 per hr, RN: \$58.60 per hr., ESA Certified RN: \$68.60 per hr.

The total amount paid shall not exceed \$30,500

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows: _____

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Check one of the following boxes:

4.1 ☐ **School-based Agreements:** How does this service support your academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

4.2 ☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? The service supports the department in meeting the health needs of our students through nursing coverage.

5. Conduct of Contractor. CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

5.1 Tuberculosis Screening. Check one of the following boxes:

5.1.1 ☒ TB Clearance will be completed through the AUSD Human Resources Department prior to starting work.

5.1.2 ☐ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.

_____(CONTRACTOR initials)

_____(District Representative initials)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

5.2.1 ☒ Fingerprint Clearance will be completed through the AUSD Human Resources Department prior to starting work.

- 5.2.2 ☐ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 because CONTRACTOR's services are of limited duration and District employees will directly supervise CONTRACTOR at all times that CONTRACTOR is in the presence of students.

_____(CONTRACTOR initials)

_____(District Representative initials)

- 5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

- 6.1 **Workers' Compensation Insurance. Check one of the following boxes.** If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check only one of the boxes below:

- ☒ The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- ☐ The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

- 6.2 **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured. Evidence of insurance is attached. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and AUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest were named as an insured.

- 6.3 **Professional Liability Insurance.** If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

- 6.3.1 ☐ **Waiver of Insurance.** CONTRACTOR is not required to maintain any insurance under this Agreement. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

_____(CONTRACTOR initials)

_____(District Representative initials)

7. **Notices.** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD Representative:

Name: Kirsten Zazo
E-mail: kzazo@alameda.k12.ca.us
Site/Dept: Student Services
Address: 2060 Challenger Drive
Phone: 510 337-7095

CONTRACTOR:

Name: RO Health, Rob LaFavor
Title: AM
Address: 4027 21st Ave W, Suite 200
Seattle, WA 98199
Phone: 888.552.9775

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.
- 8.1 Invoice shall include but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
- 8.2 In addition, unless specifically waived by AUSD as set forth above, invoices from Agencies or Organizations must include evidence of compliance with section 7 herein.
9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Contractor Qualifications / Performance of Services.**
- 10.1 Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
- 10.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent

contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.

- 12. Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
- 13. Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 14. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 15. Indemnification.** CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.
CLIENT agrees to indemnify and hold harmless RO health, its officers and employees from all actions asserted in connection with the negligent performance of CLIENT, its officers and employees.
- 16. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 17. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

- 18. Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
- 19. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
- 20.1** Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- 20.2** Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement. See clause number 35 at end of document.
- 22. Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agree to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. CONTRACTOR will be permitted access to student data only where permissible under state and federal law and only after executing AUSD's Confidentiality Agreement Regarding Student Data.
- 23. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

24. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

25. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

26. Agreement Contingent on Governing Board Approval. The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval.

27. Signature Authority. Each party has the full power and authority to enter into and perform the Agreement and the person signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

30. Other. Additional terms set forth in paragraph 31-33.1 must be approved by AUSD General Counsel:

_____ (General Counsel initials)

31. URGENT PERSONNEL REQUESTS.

If CLIENT requests personnel less than two (2) hours prior to the start of the shift, RO HEALTH shall bill CLIENT for the entire duration of the shift, as long as RO HEALTH personnel report for work within a reasonable period of time.

32. SCHEDULED PERSONNEL CANCELTION.

If CLIENT modifies or cancels an order less than (2) hours prior to the start of a shift, RO HEALTH will bill CLIENT for four (4) hours at the established hourly rate.

33. PAYMENT FOR SERVICES.

RO HEALTH will submit invoices to CLIENT at the rates established in Exhibit A every week for personnel provided to CLIENT during the preceding week.

33.1 Payment.

Full payment for invoices is due within (45) days from the date of invoice. CLIENT shall send all payments electronically. In the event CLIENT is unable to make payments electronically, CLIENT shall remit payments to the address set forth on the invoice.

34. FINGERPRINTING AND TB SKIN TEST CLEARANCES: Employees of RO Health have obtained fingerprint and TB skin test clearances, which are on file with RO Health.

35. The foregoing limitation(s) of AUSD liability shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of the CONTRACTOR or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

Revised: 6/30/2016

I. SITE

CONTRACTOR **Rob LaFavor** Jeff Widmyer
 Print Name & Title: _____

CONTRACTOR Signature: Jeff Widmyer Date: 11/14/2016
DocuSigned by: 6B6E1054A7754AF...

SOURCE OF FUNDS

Unrestricted Funds (general fund) X Donated Funds _____

Restricted Funds (categorical) _____ with Appropriate Director Approval: _____
 (Director Signature)

Budget Code: 01-0039-0-0000-3140-5800-052-52-1089

[Signature]
 Requesting Administrator

11/14/16
 Date

FORWARD TO: Business Services Administrative Assistant for Processing

II. HR

Human Resource Approval ☒ Yes ☐ No

[Signature]
 Signature of Human Resource Administrator

12/12/16
 Date

FORWARD TO: Business Services Administrative Assistant for Processing

III. CABINET

- ☐ Superintendent, Sean McPhetridge
☐ Chief Human Resources Officer, Tim Erwin
☒ Chief Academic Officer, Steven Fong
☐ Chief Student Support Officer, Kirsten Zazo

- ☐ General Counsel, Chad Pimentel
☐ Chief Business Officer, Shariq Khan

[Signature]
 Signature of Cabinet Member

12-14-16
 Date

BOE Approval Required For Contracts Equal To Or Greater Than \$87,800:

IV. BOARD

 Signature of President, Board of Education

 Date

 Signature of Secretary, Board of Education

 Date


ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Instructions to Independent Contractors

*Contractors who are not corporations should complete this form and submit with other contract documents.
Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.*

INDEPENDENT CONTRACTOR STATUS CHECKLIST (Employee v. Independent Contractor)

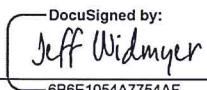
Independent Contractor's Name: RO Health, Rob LaFavor Retired school employee? ☐ Yes ☒ No
Ro Health, Inc. is a corporation. Current school employee? ☐ Yes ☒ No


COMMON LAW FACTORS:

- ☐ **NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- ☐ **NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- ☐ **RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.
- ☐ **WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.
- ☐ **OWN WORK HOURS:** The worker will establish the work hours for the job.
- ☐ **NOT A CONTINUING RELATIONSHIP:** The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.
- ☐ **CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.
- ☐ **TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.
- ☐ **JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.
- ☐ **ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.
- ☐ **BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.
- ☐ **WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.
- ☐ **BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.
- ☐ **OWN TOOLS/EQUIPMENT:** The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.

- ☐ **SIGNIFICANT INVESTMENT:** The worker can perform services without hiring AUSD's facilities (equipment, office furniture, machinery, etc.). The worker's investment in his/her trade is real, essential, and adequate.
- ☐ **SERVICES AVAILABLE TO GENERAL PUBLIC:** The worker makes his/her services available to the general public by (check one or more):
 - ☐ Having an office and assistants
 - ☐ Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
 - ☐ Having business signs
 - ☐ Having a business license
 - ☐ Listing services in a business directory
 - ☐ Other
 - ☐ (Attached copies of business license, business cards, letterhead, advertisements)
- ☐ **POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):
 - ☐ The worker hires, directs, and pays assistants
 - ☐ The worker has his/her own office, equipment, materials, or facilities
 - ☐ The worker has continuing and recurring liabilities
 - ☐ The worker has agreed to perform specific jobs for prices agreed upon in advance
 - ☐ The worker's services affect his/her own business reputation
- ☐ **LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.
- ☐ **NO COMPENSATION FOR NON-COMPLETION:** The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.
- ☐ **NO INTERIM REPORTS:** The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered "interim" or "progress" reports.)

I, ---Rob LaFavor (contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature:  6B6E1054A7754AF...

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Ellen Hoke, Corp. (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services.** The CONTRACTOR shall provide the following services:

Consultant will provide direct services and consultation services for selected students in the Visually Impaired Program. She will also assess all students in the program in preparation for their Initial and/or Triennial IEP meetings. She will attend meetings as needed to present assessment results and to provide input regarding services at the IEP meeting. She will also work with the California School for the Blind to facilitate the placement of a student at the center, if appropriate. She will also advise the District on specific materials for supporting VI students as required.

2. **Terms.** CONTRACTOR shall commence work on October 1, 2016, or the day immediately following approval by an executive cabinet member, if the total amount the CONTRACTOR has contracted with the District is below \$87,800 in the current fiscal year, or the Board of Education if total Agreement equals or exceeds \$87,800, whichever is later. All contracts over \$25,000 must be presented to the Board of Education for approval within sixty (60) days of work commencing. The work shall be completed no later than June 30, 2017.

3. **Compensation.** Check one of the following boxes:

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

3.1 ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.

3.2 ☒ CONTRACTOR will be compensated at an hourly rate. Contractor will provide a maximum of hours of service at a rate of \$ 130.00 per hour for a total not to exceed \$ \$27,100.

3.3 ☐ Other: _____

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows: _____

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

4. **Strategic Alignment. Check one of the following boxes:**

4.1 ☐ **School-based Agreements:** How does this service support your academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

4.2 ☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? This service supports the department in meeting the needs of our special needs students as outlined in the student's Individual Educational Plan (IEP).

5. **Conduct of Contractor.** CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

5.1 **Tuberculosis Screening. Check one of the following boxes:**

5.1.1 ☒ TB Clearance will be completed through the AUSD Human Resources Department prior to starting work.

5.1.2 ☐ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.

_____(CONTRACTOR initials)

_____(District Representative initials)

5.2 **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

5.2.1 ☒ Fingerprint Clearance will be completed through the AUSD Human Resources Department prior to starting work.

- 5.2.2 ☐ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 7.2 because CONTRACTOR's services are of limited duration and District employees will directly supervise CONTRACTOR at all times that CONTRACTOR is in the presence of students.

_____(CONTRACTOR initials)

_____(District Representative initials)

- 5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

- 6.1 **Workers' Compensation Insurance.** Check one of the following boxes. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check only one of the boxes below:

- ☐ The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- ☒ The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

- 6.2 **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured. Evidence of insurance is attached. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and AUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest were named as an insured.

- 6.3 **Professional Liability Insurance.** If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

- 6.3.1 ☐ **Waiver of Insurance.** CONTRACTOR is not required to maintain any insurance under this Agreement. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

_____(CONTRACTOR initials)

_____(District Representative initials)

7. **Notices.** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD Representative:

Name: Kirsten Zazo
E-mail: kzazo@alameda.k12.ca.us
Site/Dept: AUSD-2060 Challenger Drive
Address: Alameda, CA 94501
Phone: 510 337-7095

CONTRACTOR:

Name: Ellen Hoke Corp.
Title: Teacher of Students with Visual Impairments
Address: 25163 Campus Drive
Hayward, CA 94542
Phone: 510 828-1331

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.
- 8.1 Invoice shall include but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
- 8.2 In addition, unless specifically waived by AUSD as set forth above, invoices from Agencies or Organizations must include evidence of compliance with section 7 herein.
9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Contractor Qualifications / Performance of Services.**
- 10.1 **Contractor Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
- 10.2 **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent

contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.

12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
13. **Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
14. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
15. **Indemnification.** CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
17. **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

18. **Termination.** This Agreement may be terminated for any reason by AUSD upon 20 days' written notice. The Agreement may be terminated by CONTRACTOR for cause. To terminate the Agreement for cause, CONTRACTOR shall give written notice of the alleged breach giving rise to the cause. AUSD shall have twenty (20) business days to cure any breach. The CONTRACTOR may continue to work and AUSD will compensate the CONTRACTOR for services provided through the date of termination that occurs after prior written notice and the twenty (20) Business Days are complete.
19. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
- 20.1 Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- 20.2 Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agree to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. CONTRACTOR will be permitted access to student data only where permissible under state and federal law and only after executing AUSD's Confidentiality Agreement Regarding Student Data.
23. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

24. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
25. **Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
26. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval.
27. **Signature Authority.** Each party has the full power and authority to enter into and perform the Agreement and the person signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.
28. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
29. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
30. **Other.** Additional terms set forth in this paragraph 30 must be approved by AUSD General Counsel:
_____ (General Counsel initials)

I. SITE

CONTRACTOR
Print Name & Title: Ellen Hoke Corp., President

CONTRACTOR Signature: Ellen Hoke Date: 11/17/16

SOURCE OF FUNDS

Unrestricted Funds (general fund) X Donated Funds _____

Restricted Funds (categorical) _____ with Appropriate Director Approval: _____
(Director Signature)

Budget Code: 01-6500-0-5750-1190-5800-040-40-0000

Requesting Administrator [Signature] Date 11/21/16

FORWARD TO: Business Services Administrative Assistant for Processing

II. HR

Human Resource Approval ☒ Yes ☐ No

Signature of Human Resource Administrator [Signature] Date 12/16/16

FORWARD TO: Business Services Administrative Assistant for Processing

III. CABINET

- ☒ Superintendent, Sean McPhetridge
☐ Chief Human Resources Officer, Tim Erwin
☒ Chief Academic Officer, Steven Fong
☐ Chief Student Support Officer, Kirsten Zazo

- ☐ General Counsel, Chad Pimentel
☐ Chief Business Officer, Shariq Khan

Signature of Cabinet Member [Signature] Date 12/16/16

IV. BOARD

BOE Approval Required For Contracts Equal To Or Greater Than \$87,800:

Signature of President, Board of Education _____ Date _____

Signature of Secretary, Board of Education _____ Date _____

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Instructions to Independent Contractors

*Contractors who are not corporations should complete this form and submit with other contract documents.
Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.*

INDEPENDENT CONTRACTOR STATUS CHECKLIST (Employee v. Independent Contractor)

Independent Contractor's Name: N/A Retired school employee? ☐ Yes ☐ No
Current school employee? ☐ Yes ☐ No

COMMON LAW FACTORS:

- ☐ **NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- ☐ **NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- ☐ **RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.
- ☐ **WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.
- ☐ **OWN WORK HOURS:** The worker will establish the work hours for the job.
- ☐ **NOT A CONTINUING RELATIONSHIP:** The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.
- ☐ **CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.
- ☐ **TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.
- ☐ **JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.
- ☐ **ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.
- ☐ **BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.
- ☐ **WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.
- ☐ **BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.
- ☐ **OWN TOOLS/EQUIPMENT:** The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.

- ☐ **SIGNIFICANT INVESTMENT:** The worker can perform services without hiring AUSD's facilities (equipment, office furniture, machinery, etc.). The worker's investment in his/her trade is real, essential, and adequate.
- ☐ **SERVICES AVAILABLE TO GENERAL PUBLIC:** The worker makes his/her services available to the general public by (check one or more):
- ☐ Having an office and assistants
 - ☐ Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
 - ☐ Having business signs
 - ☐ Having a business license
 - ☐ Listing services in a business directory
 - ☐ Other
 - ☐ (Attached copies of business license, business cards, letterhead, advertisements)
- ☐ **POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):
- ☐ The worker hires, directs, and pays assistants
 - ☐ The worker has his/her own office, equipment, materials, or facilities
 - ☐ The worker has continuing and recurring liabilities
 - ☐ The worker has agreed to perform specific jobs for prices agreed upon in advance
 - ☐ The worker's services affect his/her own business reputation
- ☐ **LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.
- ☐ **NO COMPENSATION FOR NON-COMPLETION:** The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.
- ☐ **NO INTERIM REPORTS:** The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered "interim" or "progress" reports.)

I, Ellen Hoke (contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature: Ellen Hoke

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Collaborative Learning Solutions, LLC (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services:

Consultation and Technical Assistance: work with the identified district leadership team to (1) evaluate the status of current initiatives and structures (i.e. MTSS implementation, special education programs, school climate efforts), (2) prioritize recommendations from a variety of sources, including the recent FCMAT study, and (3) develop a 4-5 year strategic plan (scope and sequence) for the implementation of FCMAT recommendations.

2. Terms. CONTRACTOR shall commence work on October 1, 2016, or the day immediately following approval by an executive cabinet member, if the total amount the CONTRACTOR has contracted with the District is below \$87,800 in the current fiscal year, or the Board of Education if total Agreement equals or exceeds \$87,800, whichever is later. All contracts over \$25,000 must be presented to the Board of Education for approval within sixty (60) days of work commencing. The work shall be completed no later than June 30, 2017.

3. Compensation. Check one of the following boxes:

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

3.1 ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.

3.2 ☐ CONTRACTOR will be compensated at an hourly rate. Contractor will provide a maximum of hours of service at a rate of \$_____ per hour for a total not to exceed \$_____.

3.3 ☒ Other: Daily rate of \$3,000, for a total not to exceed \$30,000.

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows: _____

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Check one of the following boxes:

4.1 ☐ **School-based Agreements:** How does this service support your academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

4.2 ☐ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? _____

5. Conduct of Contractor. CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

5.1 Tuberculosis Screening. Check one of the following boxes:

5.1.1 ☐ TB Clearance will be completed through the AUSD Human Resources Department prior to starting work.

5.1.2 ☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.

 (CONTRACTOR initials)

 (District Representative initials)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

5.2.1 ☐ Fingerprint Clearance will be completed through the AUSD Human Resources Department prior to starting work.

- 5.2.2 ☒ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 because CONTRACTOR's services are of limited duration and District employees will directly supervise CONTRACTOR at all times that CONTRACTOR is in the presence of students.

 (CONTRACTOR initials)

 (District Representative initials)

- 5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

- 6.1 **Workers' Compensation Insurance.** Check one of the following boxes. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease:

Check only one of the boxes below:

- ☒ The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- ☐ The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

- 6.2 **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured. Evidence of insurance is attached. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and AUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest were named as an insured.

- 6.3 **Professional Liability Insurance.** If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

- 6.3.1 ☐ **Waiver of Insurance.** CONTRACTOR is not required to maintain any insurance under this Agreement. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

_____(CONTRACTOR initials)

 (District Representative initials)

7. **Notices.** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD Representative:

Name: Steven Fong
E-mail: sfong@alameda.k12.ca.us
Site/Dept: 2060 Challenger Dr.
Address: Alameda, CA 94501
Phone: 510 337-7092

CONTRACTOR:

Name: Jon Eyler
Title: Collaborative Learning Solutions, LLC
Address: ~~1 Ridge Gate Drive, Suite 245~~ 43426 Business Park Dr.
Temecula, CA 92590
Phone: 888 267-6096

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

- 8.1 Invoice shall include but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
- 8.2 In addition, unless specifically waived by AUSD as set forth above, invoices from Agencies or Organizations must include evidence of compliance with section 7 herein.

9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

10. Contractor Qualifications / Performance of Services.

- 10.1 Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
- 10.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent

contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.

12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
13. **Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
14. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
15. **Indemnification.** CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
17. **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

- 18. Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
- 19. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
- 20.1** Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 20.2** Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 22. Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agree to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. CONTRACTOR will be permitted access to student data only where permissible under state and federal law and only after executing AUSD's Confidentiality Agreement Regarding Student Data.
- 23. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

24. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
25. **Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
26. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval.
27. **Signature Authority.** Each party has the full power and authority to enter into and perform the Agreement and the person signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.
28. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
29. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
30. **Other.** Additional terms set forth in this paragraph 30 must be approved by AUSD General Counsel:
_____(General Counsel initials)

I. SITE

CONTRACTOR

Print Name & Title:

Jon Eyler, Collaborative Learning Solutions, LLC

CONTRACTOR Signature:

Date: 12/15/16

SOURCE OF FUNDS

Unrestricted Funds (general fund) _____ Donated Funds _____

Restricted Funds (categorical) _____ with Appropriate Director Approval: _____

(Director Signature)

Budget Code: 01-0000 - 0-0000 - 2700 - 5800 - 049-49-0000

Requesting Administrator

Date

12-16-16

FORWARD TO: Business Services Administrative Assistant for Processing

II. HR

Human Resource Approval ☒ Yes ☐ No

Signature of Human Resource Administrator

Date

12-16-16

FORWARD TO: Business Services Administrative Assistant for Processing

III. CABINET

- ☐ Superintendent, Sean McPhetridge
☐ Chief Human Resources Officer, Tim Erwin
☐ Chief Academic Officer, Steven Fong
☐ Chief Student Support Officer, Kirsten Zazo

- ☐ General Counsel, Chad Pimentel
☒ Chief Business Officer, Shariq Khan

Signature of Cabinet Member

Date

12-16-16

BOE Approval Required For Contracts Equal To Or Greater Than \$87, 800:

Signature of President, Board of Education

Date

Signature of Secretary, Board of Education

Date

IV. BOARD

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Instructions to Independent Contractors

*Contractors who are not corporations should complete this form and submit with other contract documents.
Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.*

INDEPENDENT CONTRACTOR STATUS CHECKLIST (Employee v. Independent Contractor)

Independent Contractor's Name: Collaborative Learning Solutions, LLC

Retired school employee? ☐ Yes ☒ No
Current school employee? ☐ Yes ☒ No

COMMON LAW FACTORS:

- ☒ **NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- ☒ **NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- ☒ **RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.
- ☒ **WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.
- ☒ **OWN WORK HOURS:** The worker will establish the work hours for the job.
- ☒ **NOT A CONTINUING RELATIONSHIP:** The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.
- ☒ **CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.
- ☒ **TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.
- ☒ **JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.
- ☒ **ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.
- ☒ **BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.
- ☒ **WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.
- ☒ **BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.
- ☒ **OWN TOOLS/EQUIPMENT:** The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.

- ☒ **SIGNIFICANT INVESTMENT:** The worker can perform services without hiring AUDS's facilities (equipment, office furniture, machinery, etc.). The worker's investment in his/her trade is real, essential, and adequate.
- ☒ **SERVICES AVAILABLE TO GENERAL PUBLIC:** The worker makes his/her services available to the general public by (check one or more):
- ☐ Having an office and assistants
 - ☐ Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
 - ☐ Having business signs
 - ☐ Having a business license
 - ☐ Listing services in a business directory
 - ☐ Other
 - ☐ (Attached copies of business license, business cards, letterhead, advertisements)
- ☒ **POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):
- ☐ The worker hires, directs, and pays assistants
 - ☐ The worker has his/her own office, equipment, materials, or facilities
 - ☐ The worker has continuing and recurring liabilities
 - ☐ The worker has agreed to perform specific jobs for prices agreed upon in advance
 - ☐ The worker's services affect his/her own business reputation
- ☒ **LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.
- ☒ **NO COMPENSATION FOR NON-COMPLETION:** The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.
- ☒ **NO INTERIM REPORTS:** The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered "interim" or "progress" reports.)

I, Jon Eyle (contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature: _____



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2016

PRODUCER JAY MCDONNELL INSURANCE 300 Carlsbad Vil Dr #108A-294 Carlsbad, CA 92008 (760) 734-4406		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Collaborative Learning Solutions 43426 Business Park Drive Temecula, CA 92590		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Philadelphia	23850
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PHPK 1582392	12/6/16	12/6/17	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/>	CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<u>Educator Liab</u>				PERSONAL & ADV INJURY	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 4,000,000
	<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 4,000,000
A		AUTOMOBILE LIABILITY	PHPK 1582392	12/6/16	12/6/17	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS					
	<input checked="" type="checkbox"/>	NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as additional insured as respects its interests in the operations of the named insured.

*10 day notice in the event of non-payment of premium.

CERTIFICATE HOLDER

Alameda Unified School District
2200 Central Ave
Alameda, CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Collaborative Learning Solutions LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 43426 Business Park Dr	Requester's name and address (optional)
	6 City, state, and ZIP code TEMECULA CA 92590	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


Social security number								
			-			-		
or								
Employer identification number								
2	7	-	3	7	1	1	3	2 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 11/17/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2016-2017.49 for Annual Accounting for Developer Fees for Fiscal Year 2015-16 Collected by the District in Account: Fund 25

Item Type: Consent

Background: Government Code sections 66001 and 66006 imposed detailed requirements on public agencies that levy development fees. These sections require school districts collecting statutory school facilities fees to make an annual accounting of those fees available to the public within 180 days of the end of the fiscal year which is on or before December 27, 2016. The annual accounting must then be reviewed by the governing board at its next regularly scheduled meeting, at least 15 days after the accounting was made available to the public.

In addition, Section 66001 requires each district collecting development fees to make additional findings every five years about any fund in which those fees remained unexpended at the end of the fiscal year.

Attached are as follows:

- Exhibit A to Resolution No. 2016-2017.49
- Exhibit B – Notice of Public Review
- Exhibit C – Capital Facilities Fund 25 Spreadsheet

By disclosing the reports, the District will have met the requirements of Government Code sections 66001 and 66006.

Goals: Routine Matter

Fund:

Fund Codes: 25 Capital Facilities – Developer Fees Fund

Fiscal Analysis

Amount (Savings) (Cost):

Department Budget:

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Shariq Khan, Chief Business Officer

ATTACHMENTS:

Description	Upload Date	Type
❏ Resolution No. 2016-2017.49	12/19/2016	Resolution Letter

▣	Exhibit A	12/20/2016	Backup Material
▣	Exhibit B	12/19/2016	Backup Material
▣	Exhibit C	12/19/2016	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

January 10, 2017

Resolution No. 2016-2017.49

**Annual Accounting for Developer Fees for Fiscal Year 2015-16 Collected by the
District in Account: Fund 25**

WHEREAS, This District has levied school facilities fees pursuant to various resolutions, the most recent of which is dated 2005, and is referred to herein as the "School Facilities Fee Resolution" and is hereby incorporated by reference into this Resolution. These resolutions were adopted under the authority of Education Code section 17620 (formerly Government Code section 53080). These fees have been deposited in the following fund or account:

Fund 25 (the Capital Facilities Fund);

Government Code sections 66001(d) and 66006(b) require this District to make an annual accounting of the Fund and to make additional findings every five years if there are any funds remaining in the Fund at the end of the prior fiscal year;

Government Code sections 66001(d) and 66006(b) further require that the annual accounting of the Fund and those findings be made available to the public no later than December 26, 2016, that this information be reviewed by this Board at its next regularly scheduled board meeting held no earlier than 15 days after they become available to the public, and that notice of the time and place of this meeting (as well as the address at which this information may be reviewed) be mailed at least 15 days prior to this meeting to anyone who has requested it.

WHEREAS, This Resolution makes various findings and takes various actions regarding the Fund as required by and in accordance with Government Code sections 66001(d) and 66006(b).

WHEREAS, On all findings and evidence contained in, referred to, or incorporated into this Resolution, as well as the evidence presented to this Board at this meeting, the Board finds each of the following with respect to the Fund for the 2015-2016 Fiscal Year:

In reference to Government Code section 66006(b)(2), the information identified in section 1 above is correct;

In further reference to Government Code section 66006(b)(2), this Board has reviewed the annual accounting for the Fund as contained in Exhibit A and determined that it meets the requirements set forth in Government Code section 66006(b)(1);

In reference to Government Code section 66001(d)(1), and with respect only to that portion of the Fund remaining unexpended at the end of the 2015-2016 Fiscal Year, the purpose of the fees is to pay certificate of participation lease payments related to the installation of portables in June 2000;

In reference to Government Code section 66001(d)(2), and with respect only to that portion of the Fund remaining unexpended at the end of the 2015-2016 Fiscal Year, the findings and evidence referenced above demonstrate that there is a reasonable relationship between the fees and the purpose for which it is charged;

In reference to Government Code section 6601(d)(3), and with respect only to that portion of the Fund remaining unexpended at the end of the 2015-2016 Fiscal Year, all of the sources and amounts of funding anticipated to complete debt payment is identified in Exhibit A;

In reference to Government Code section 66001(d)(4), and with respect only to that portion of the Fund remaining unexpended at the end of the 2015-2016 Fiscal Year, the approximate dates on which the funding referred to in paragraph e above is expected to be deposited into the appropriate account or fund is designated in Exhibit A; and

In reference to the last sentence of Government Code section 66006(d), because all of the findings required by that subdivision have been made in the fees that were levied in paragraphs c-f above, the District is not required to refund any moneys in the Fund as provided in Government Code section 66001(e).

NOW, THEREFORE, BE IT RESOLVED, The Board further directs and authorizes the Superintendent to take on its behalf such further action as may be necessary and appropriate to effectuate this Resolution.

PASSED AND ADOPTED by the following vote this 10th day of January, 2017:

AYES: _____ **MEMBERS:** _____

NOES: _____ **MEMBERS:** _____

ABSENT: _____ **MEMBERS:** _____

Gary K. Lym, President Board of Education
Alameda Unified School District Alameda
County, State of California

ATTEST:

By: _____

Sean McPhetridge, Superintendent
Secretary of the Board of Education
Alameda Unified School District

EXHIBIT A
TO RESOLUTION REGARDING
ACCOUNTING OF DEVELOPMENT
FEES FOR FISCAL YEAR 2015-2016
FOR THE FOLLOWING FUND OR
ACCOUNT: Fund 25 (the "Fund")

Per Government Code section 66006(b)(1)(A)-H) as indicated:

- A. A brief description of the type of fee in the

Fund: Statutory capital facilities fees
- B. The amount of the fee

\$3.48 per square foot for new residential space; and \$.56 per square foot for new commercial and industrial space
- C. The beginning and ending balance of the Fund

Beginning Fund balance \$4,031,040.23
Ending Fund Balance \$4,277,363.00
- D. The amount of the fees collected and the interest earned

Interest \$15,245.00
Mitigation/Developer Fees \$1,366,218.65
- E. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

Future use is for payment of Certificates of Participation debt service
- F. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) subdivision (a) of section 66001, and the public improvement remains incomplete:

Not applicable.
- G. A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan:

Not applicable. The District has not made any such inter-fund transfers or loans.

- H. The amount of refunds made pursuant to subdivision (e) of section 66001 and any allocations pursuant to subdivision (f) of section 66001:

N/A. No refunds or allocations were made pursuant to subdivision (e) or (f) of section 66001.

EXHIBIT B

**NOTICE OF PUBLIC REVIEW OF
ACCOUNTING OF DEVELOPER FEES
FOR 2014-2015 FISCAL YEAR IN THE FOLLOWING
FUND OR ACCOUNT: DEVELOPER FEES FUND 25**

As required by Government Code Sections 66001(d) and 66006(b), the Alameda Unified School District is required to have an Accounting for Developer Fees Report available for public review at least 15 days prior to the Alameda Unified School District Governing Board review of the information and adoption of a Resolution regarding accounting.

Accounting of Developer Fees for 2015-2016 Fiscal Year (Developer Fees Fund 25) will be presented to the Alameda Unified School District Governing Board for approval during the January 10, 2017 Board Meeting.

The 2015-2016 fiscal year report as it pertains to the Developer Fees Fund 25 is available for review on the District's Bulletin Board located at 2060 Challenger Drive-Suite 100.

Exhibit C

Capital Facilities Fund - Fund 25
Accounting of Developer Fees for FY 2015-16

Object	Actuals
8625 - Community Redevelopment Funds Not Subject to Revenue Limit Deduction	\$ 478,344
8660 - Interest	15,245
8681 - Mitigation/Developer Fees	887,875
TOTAL REVENUES	\$ 1,381,464
5624 - Rentals - Facility	\$ 24,672
5800 - Professional/Consulting Services and Operating Expenditures	26,564
6140 - Surveying Costs	3,625
6200 - Buildings and Improvement of Buildings	1,650
6215 - Architects/Engineers	51,943
6222 - DSA Plan Fees	1,080
6223 - Americans w/ Disabilities (ADA)	9,830
6234 - Inspection	11,069
6271 - Main Building Contractor	242,325
7438 - Debt Service-Interest	27,383
7439 - Debt Service-Principal	735,000
TOTAL EXPENDITURES	\$ 1,135,141
NET CHANGE IN FUND BALANCE	246,323
Fund Balance-Beginning	4,031,040
Fund Balance-Ending	\$ 4,277,363
BALANCE SHEET	
ASSETS	
9110 - Cash in County Treasury	\$ 4,275,999
9211 - Acct Receivable-Current Year	3,245
Total Assets	\$ 4,279,244
LIABILITIES	
9500 - Accounts Payable (Current Liabilities)	1,881
Total Liabilities	\$ 1,881
FUND BALANCE	
Facilities Related Projects	4,277,363
Total Fund Balance	4,277,363
Total Liabilities and Fund Balance	\$ 4,279,244

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Proclamation: A Season for Nonviolence, January 30 – April 4, 2017

Item Type: Consent

Background: A Season for Nonviolence, January 30 – April 4, 2017, is a national 64-day educational, media, and grassroots campaign dedicated to demonstrating that nonviolence is a powerful way to heal, transform, and empower our lives and our communities. Inspired by the memorial anniversaries of Mahatma Gandhi and Dr. Martin Luther King, Jr., this international event honors their vision for an empowered, non-violent world.

A Season for Nonviolence encourages students to participate in this celebration by being non-violent in their actions and interactions with each other in their homes, schools, places of religious observance, and public places. A Season for Nonviolence thus supports programs and projects conducted in the spirit of nonviolence.

Goals: Routine Matter

Fund: N/A

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Department Budget:

Recommendation: Approve as submitted.

AUSD Guiding Principle:

Submitted By: Steven Fong, Chief Academic Officer

ATTACHMENTS:

Description	Upload Date	Type
❏ Proclamation: A Season for Nonviolence	12/20/2016	Backup Material

PROCLAMATION
A Season for Nonviolence
January 30, 2017 – April 4, 2017

WHEREAS, the state of California and our nation continue to confront the challenge of violence in the form of hate crimes, brutality, domestic abuse, and other forms of inhumanity; and

WHEREAS, violence in action, attitudes, and thoughts are prevalent in our society; and

WHEREAS, an awareness of non-violent principles and practices is a powerful way to heal and transform our lives and communities, to recognize the dignity and worth of every human being, and to promote peace and harmony among all people regardless of race, color, culture, class, language, faith, age, gender, sexual orientation, or other apparent or perceived differences; and

WHEREAS, the principles and practices of nonviolence were epitomized in the lives and work of Mahatma Gandhi and Dr. Martin Luther King, Jr.; and

WHEREAS, The Season for Nonviolence began with observances at the United Nations in New York City and in hundreds of cities and locals around the world in 1998; and

WHEREAS, during the period between January 30, 2017 and April 4, 2017, groups throughout the world will sponsor projects and programs to create greater awareness and consciousness of the principles and practices of nonviolence; and

WHEREAS, in Alameda we have a great opportunity to focus our hearts and minds on non-violence in recognition and celebration of The Season for Nonviolence.

THEREFORE, BE IT PROCLAIMED that the Alameda Unified School District Board of Education proclaims January 30, 2017 through April 4, 2017 as The Season for Nonviolence and encourages all schools to commemorate this occasion with appropriate instructional activities and to honor our community's rich ethnic and cultural diversity throughout the year.

PASSED AND ADOPTED this 10th day of January, 2017.

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Gary K. Lym, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____

Sean McPhetridge, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Proclamation: Martin Luther King Jr. Day, January 16, 2017

Item Type: Consent

Background: Pursuant to California Education Code Section 37221, we commemorate January 16, 2017 as Martin Luther King Day for his work promoting equal rights. Alameda Unified School District teachers celebrate the day by teaching their students about the work of Martin Luther King, Jr. and the struggle against racial segregation and racism.

Goals: Routine Matter

Fund: N/A

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Department Budget:

Recommendation: Approve as submitted.

AUSD Guiding Principle:

Submitted By: Steven Fong, Chief Academic Officer

ATTACHMENTS:

	Description	Upload Date	Type
▣	Proclamation: Martin Luther King Jr. Day, January 16, 2017	12/20/2016	Backup Material

PROCLAMATION
Martin Luther King Day
January 16, 2017

WHEREAS, January 16th has been established as a day to celebrate and honor the accomplishments of Martin Luther King Jr., a great leader in the movement for equal rights for all Americans; and

WHEREAS, Martin Luther King was born January 15, 1929 to the Reverend Martin Luther King, Sr. and Alberta Williams King; and

WHEREAS, in 1955, he was recruited to serve as spokesman for the Montgomery Bus Boycott, which was a campaign by the African-American population of Montgomery, Alabama to force integration of the city's bus lines. After 381 days of nearly universal participation by the black community, many of whom had to walk miles to work each day as a result, the U.S. Supreme Court ruled that racial segregation in transportation was unconstitutional; and

WHEREAS, in 1957, Dr. King was elected president of the Southern Christian Leadership Conference (SCLC), an organization meant to provide new leadership for the now burgeoning civil rights movement. He would serve as head of the SCLC until his assassination in 1968, a period during which he would emerge as the most important social leader of the modern American civil rights movement; and

WHEREAS, in 1963, he led a coalition of numerous civil rights groups in a nonviolent campaign aimed at Birmingham, Alabama, which at the time was described as the "most segregated city in America." The subsequent brutality of the city's police, illustrated most vividly by television images of young blacks being assaulted by dogs and water hoses, led to a national outrage resulting in a push for unprecedented civil rights legislation. It was during this campaign that Dr. King drafted the "Letter from a Birmingham Jail" which, as the manifesto of Dr. King's philosophy and tactics, is today required reading in universities worldwide; and

WHEREAS, later in 1963, Dr. King was one of the driving forces behind the March for Jobs and Freedom, more commonly known as the "March on Washington," which drew over a quarter-million people to the national mall. It was at this march that Dr. King delivered his famous "I Have a Dream" speech, which cemented his status as a social change leader and helped inspire the nation to act on civil rights. Dr. King was later named Time magazine's "Man of the Year"; and

WHEREAS, in 1964, at 35 years old, Martin Luther King, Jr. became the youngest person to win the Nobel Peace Prize. His acceptance speech in Oslo is thought by many to be among the most powerful remarks ever delivered at the event, climaxing at one point with the oft-quoted phrase "I believe that unarmed truth and unconditional love will have the final word in reality. This is why right temporarily defeated is stronger than evil triumphant." Also in 1964, partly due to the March on Washington, Congress passed the landmark Civil Rights Act, essentially

eliminating racial segregation in the United States. The legislation made it illegal to discriminate against blacks or other minorities in hiring, public accommodations, education or transportation, areas which at the time were still very racially-divided in many places; and

WHEREAS, Dr. Martin Luther King, Jr.'s decade-and-a-half of social leadership ended abruptly and tragically on April 4th, 1968, when he was assassinated at the Lorraine Motel in Memphis, Tennessee. Dr. King's body was returned to his hometown of Atlanta, Georgia, where his funeral ceremony was attended by high-level leaders of all races and political stripes; and

WHEREAS, between 1965 and 1968, Dr. King shifted his focus toward economic justice – which he highlighted by leading several campaigns in Chicago, Illinois – and international peace – which he championed by speaking out strongly against the Vietnam War. His work in these years culminated in the “Poor Peoples Campaign,” which was a broad effort to assemble a multiracial coalition of impoverished Americans who would advocate for economic change; now

THEREFORE, BE IT PROCLAIMED that the Alameda Unified School District Board of Education hereby recognizes January 16, 2017 as Martin Luther King Day.

PASSED AND ADOPTED this 10th day of January, 2017.

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Gary K. Lym, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____

Sean McPhetridge, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Quarterly Report on Williams Uniform Complaints

Item Type: Consent

Background: The Board of Education's approval is needed by the Alameda County Office of Education on the quarterly reporting of complaints received under the Valenzuela/CAHSEE Lawsuit Settlement – Williams Uniform Complaints. This report covers October 2016 through December 2016.

Goals: Routine Matter

Fund:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Department Budget: N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle:

Submitted By: Steven Fong, Chief Academic Officer

ATTACHMENTS:

Description	Upload Date	Type
❏ Quarterly Williams Uniform Complaint Report	12/20/2016	Backup Material



ALAMEDA COUNTY OFFICE OF EDUCATION

Leadership and Service...For Every Child, In Every School, Every Day!

Quarterly Report on *Williams* Uniform Complaints

[Education Code § 35186]

District: Alameda Unified School District

Person completing this form: Linda Andrade Title: Administrative Assistant

Quarterly Report Submission Date:

(check one and include year)

- ☐ April (for Jan-Mar)
☐ July (for Apr-June)
☐ October (for July-Sept)
☒ January (for Oct-Dec)

Date for information to be reported publicly at governing board meeting: January 10, 2017

Please check the box that applies:



No complaints were filed with any school in the district during the quarter indicated above.



Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
TOTALS	0		

Sean McPhetridge

Print Name of District Superintendent

Signature of District Superintendent

Date

Please return completed form to Denise Warren, Administrative Assistant
ACOE – 313 W. Winton Ave., Hayward, CA 94544-1136
FAX: (510) 670-3273 E-MAIL: dwarren@acoe.org

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Special Education Local Plan Area Master Contracts

Item Type: Consent

Background: Each year, Alameda Unified School District’s Special Education Department prepares “Master Contracts” that allocate funds for its ongoing annual services provided to AUSD students under SELPA (Special Education Local Plan Area) agreements.

Due to the size of the documents, the master contracts for non-public school and non-public agencies related service providers listed below will be maintained in the Special Education Department for board members and public review.

- **Gateway NPA**
- **Professional Tutors Of America**
Student #1 - C \$4,200
- **The Phillip’s Academy**
Student #1 - B \$22,015
Student #2 - R \$22,940

Goals: Routine Matter

Fund:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Department Budget: N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Steven Fong, Chief Academic Officer

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Certification of Administrators for Evaluation

Item Type: Consent

Background: The District is required each year in accordance with Administrative Regulation (AR) 4315.1 to certify that the administrators in the District are competent to evaluate certificated employees. Competency is based upon the following statutory criteria: degrees, credentials, teaching experience, administrative experience, evaluation experience, and professional training.

Goals: Routine Matter

Fund:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Department Budget: N/A

Recommendation:

AUSD Guiding Principle: #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.

Submitted By: Timothy Erwin, Chief Human Resources Officer

ATTACHMENTS:

Description	Upload Date	Type
□ Certification of Administrators List	12/21/2016	Backup Material

Certification of Administrators for Evaluation
2016-2017 School Year

Adelita Martinez
Amy Frey
Babs Freitas
Ben Washofsky
Cammie Harris
Cheryl Wilson
Daniel Hurst
David Lurie
Deanna Hamilton
Eric Leung
Jesse Woodward
Jo Fetterly
Joanne Murphy
Joy Chua
Joy Dean
Judith Goodwin
Katherine Barr
Kent Peterson
Kevin Baker
Kim Kelly

Kirsten Zazo
Laurie McLachlan-Fry
Michael Hans
Michael Lee
Patrick Brose
Robert Ithurburn
Robert Slauson
Sandy Wong
Sean McPhetridge
Shirley Clem
Steven Fong
Tanya Harris
Terri Elkin
Tracey Lewis
Tracy Allegrotti
Tracy Corbally
Virginia Hunt
Wendy Garner
ZaRinah Tillman

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: La Familia Counseling Services and AUSD MOU to Support Summer Internships for Selected High School Students

Item Type: Information

Background: La Familia Counseling Services is a non-profit entity under the auspices of Alameda Workforce Development Board. La Familia is partnering with AUSD to direct funding from Workforce Investment Opportunity Act (WIOA) to support up to (16) summer internships for Alameda high school students who may have barriers to employment. The MOU outlines how the program will be managed and ensures that AUSD student data shared with La Familia will comply with FERPA.

Goals: Routine Matter

Fund:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Department Budget:

Recommendation: Approve as submitted.

AUSD Guiding Principle: #4 - Parental involvement and community engagement are integral to student success.

Submitted By: Steven Fong, Chief Academic Officer

ATTACHMENTS:

Description	Upload Date	Type
☐ MOU - La Familia Counseling Service	12/20/2016	Backup Material

MEMORADUM OF UNDERSTANDING

Contractor Name: La Familia Counseling Service
Contracting Name: Alameda Unified School District
Contract Period: **1/11/17 – 8/31/2017**

PROGRAM COLLABORATION DESCRIPTION:

La Familia Counseling Service (LFCS) will provide sufficient case management staffing capacity to support the workforce and education goals of 16 Alameda Unified School District (AUSD) students, with an emphasis on students involved in Career Pathway programming, who qualify under Workforce Innovations and Opportunities Act eligibility guidelines. AUSD will provide space and appropriate access to AUSD students to LFCS staff in support of case management services, including paid internship placement and workshop facilitation to benefit AUSD students.

LFCS RESPONSIBILITIES:

- Provide at least 4 two-hour Career Readiness/Work-based Learning Readiness workshops to WIOA-enrolled students.
- Provide limited case management services to 16 WIOA-enrolled AUSD students, to include:
 - Providing comprehensive assessment and producing Individual Service Strategy Plan.
 - Counseling youth one-on-one to support the achievement of Individual Service Strategy Plan goals and objectives, including but not limited to attaining a diploma, enrolling in community college, attaining a certificate, and securing unsubsidized employment.
 - Assisting youth as they build life skills and resolve difficulties impeding the progress and successful outcome of basic skills training, occupational training, and job readiness.
 - Disseminating and coordinating information on local economy and employment trends to youth and support informed-decision making about career and education goals.
 - Providing limited funding to alleviate barriers to workforce or education goals, specific to transportation, work/interview/internship clothes (not to exceed \$75), cost of test preparation/registration, and miscellaneous documents. (LFCS will approve these provide funding directly to vendor for these expenses.)
- Provide up to \$6,400 in internship funds to be used to support enrolled participants prior to December 31, 2016 at a maximum of \$400 per student or \$10 per hour x 40 hours.
- Provide payroll processing and Workers Comp insurance for all La Familia-funded internships.
- Support the development of internship sites and liaison with the Alameda County Workforce Development Board.
- Visit all students at their assigned internship site at least twice during the course of their internship.

- Treat all information about individual AUSD students as confidential. (LFCS uses Health Insurance Portability and Accountability Act [HIPAA]-compliant protocols for all participant information and will adopt complementary Family Educational Rights and Privacy Act [FERPA]-compliant protocols as instructed by AUSD.)
- Pay for the cost of fingerprinting/TB-test/screening procedures required by AUSD and/or provide verification of clearance for DOJ and TB-screenings.
- Provide services at the school site or sites in a manner that is consistent with school site rules and requirements, including but not limited to school site visitor sign-in and field trip requirements.
- Provide services in a manner that is consistent with the direction of the school site administrator(s), who is charged by the District with the oversight of the school site(s).
- Provide services and maintain standards of behavior consistent with professional conduct.
- Notify AUSD of any Service Provider staff changes affecting this Agreement.

AUSD RESPONSIBILITIES:

- Support the identification of WIOA-eligible students, with an emphasis on students participating in a career pathway at Encinal High School, Alameda High School, and Island High School.
- Provide academic records/documents and eligibility verification (including transcripts and IEPs) with signed parent release of information.
- Support the development of internships for WIOA-enrolled youth.
- Support the collection and distribution of timesheets and paychecks.
- Provide space for workshop facilitation according to mutually agreed-upon calendar.
- Provide space for 1:1 case management services, as needed. (Space should be confidential whenever possible.)
- Provide access to a copy machine, which will be used sporadically for small projects.
- Provide orientation materials on the school: map, bell schedule, teacher/room list, identification badges, etc.
- Provide school policies and procedures, including without limitation any sign-in procedures, field trip procedures, etc.
- Provide coaching on Family Educational Rights and Privacy Act [FERPA] compliance to LFCS.

INSURANCE AND LIABILITY

LFCS will be responsible for liability insurance for all LFCS staff assigned to this project. Upon request by AUSD, LFCS will furnish copies of its Certificate of Insurance, which specifies levels of relevant insurance coverage.

LFCS will indemnify and hold harmless AUSD against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with, AUSD of its duties under this agreement. AUSD will indemnify and hold harmless LFCS against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with, LFCS of its duties under this agreement. Each party will give the other prompt notice of any demand, claim or suit against it.

SERVICES DELIVERY SITES:

Encinal High School
210 Central Ave
Alameda, CA 94501

Alameda High School
2201 Encinal Ave
Alameda, CA 94501

Island High School
500 Pacific Ave
Alameda, CA 94501

Various local internship sites

DURATION:

This agreement shall commence on January 11, 2017 and continue until August 31, 2017. Each new fiscal year both parties involved will review and based upon agreement will renew contract. Both parties reserve the right to terminate or renegotiate this contract by giving the other 30 days written notice.

La Familia Counseling Service

Alameda Unified School District

Aaron Ortiz, CEO (Date)
La Familia Counseling Service

Gary K. Lym, Board President (Date)
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Out-of-State Field Trip: Encinal Jr. & Sr. High School Civics Club

Item Type: Consent

Background: Encinal Jr. & Sr. High School's Civics Club is seeking approval to travel to Washington, D.C. to attend the Presidential Inauguration Ceremony on Friday, January 20, 2017. The group will be traveling by plane to Washington, D.C. on January 16 and returning on January 22, 2017. This item presents the field trip request documents including the letter to the Board of Education for out-of-state field trip approval.

Goals: Create a system of attractive school options| Strengthen effective enrichment programs

Fund:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Department Budget:

Recommendation:

AUSD Guiding Principle: #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #4 - Parental involvement and community engagement are integral to student success.

Submitted By: Steven Fong, Chief Academic Officer

ATTACHMENTS:

Description	Upload Date	Type
Field Trip Request - Washington D.C.	12/21/2016	Backup Material

OUT OF STATE OR OUT OF COUNTRY FIELD TRIP REQUEST

Requirements:

1. All students must be allowed to participate regardless of ability to pay or associated fees.
2. **ALL Forms must be submitted 30 business days prior to field trip**, to the Teaching and Learning Department.
3. Board of Education approval is required for all out of state and out of country trips. Use Letter to Board of Education format (see attached).

Date Request Sent: December 5, 2016 *Rec'd 12/21/16* Date of Field Trip: January 16, 2017.

Destination of Field Trip: Washington D.C.

School: Encinal High School

Name of Teacher(s): Kevin Gorham

Print Name: Kevin Gorham

Date: 12/18/16

Signature: *[Signature]*

Date: 12/18/16

(Teacher Signature)

Approval: *[Signature]*

Date: 12/19/16

(Principal Signature)

Educational Services Office Use Only:

☐ Approved by: Signature of Director of Teaching and Learning: _____

Approval Date: _____ Additional Documentation Needed: _____

DEADLINE FOR ALL DOCUMENTATION TO BE RECEIVED BY TEACHING AND LEARNING: _____

☐ Not Approved. Reason: _____

Teacher's Cellphone: 510-~~555-5555~~

Teacher's School Phone: 510-748-4023 ext. 2209

Date & Time of Departure: 1/16/17 7am

Date & Time of Return: 1/22/17 8pm

Number of Miles (one way): 3000

Number of students: 3

Number of Chaperone(s): 1

Chaperones: MUST BE Minimum 1 adult for every 15 students.

Include all Chaperone names and contact information on E-33 Chaperone List. An unsigned E-33 will not be accepted. E-33 must be signed off and complete!

TRANSPORTATION METHOD

☐ Commercial Transport (Bus/BART/Ferry/etc.) ☐ Personal Car (Parents to complete Form E-5.
School site is responsible for collection and confirmation of Form E-5 and Proof of Insurance
verification on form E-33). ☐ Chartered Bus

Transportation costs will be paid by: ☐ School ☒ Individual Student ☐ District
☐ Student Body ☐ Other Fundraising ☐ PTA

BUS INFORMATION NEEDED

Bus Company Name: Click here to enter text. Contact: Click here to enter text.
Address: Click here to enter text. Phone Number: Click here to enter text.
Confirmation # for transportation: Click here to enter text.
Transportation costs will be paid by: Click here to enter text.

OVERNIGHT FIELD TRIP INFORMATION

Name of Lodging: Crystal City Marriott Lodge Contact Name: Manager
Lodging Address: 1999 Jefferson Hwy. Arlington, Va. Phone Number: 703-413-0192

Instructional Purpose: What is the purpose of this trip? Educational Trip to our Nation's Capital and to witness the transfer of power during the Inauguration. Students will also be visiting museums and policy makers that will enhance their knowledge of Public Policy.

List activities and anticipated student outcome.
Visit Museums in Washington D.C. as well as attend the Inauguration. Visit with Congressional Leaders in the House and Senate.

List Standards/Content to be addressed:

1. The Policy Making System in America
2. Intergovernmental Relations

Describe pre-activities prior to the trip: Weekly Civics Club Meetings/Daily Lessons in AP Government

Describe post activities after the trip: Continue weekly meetings discussing Political Current Events

Reasons for excluding student: (Keep in mind that no student may be excluded due to lack of payment) No students were excluded

CLOSE UP WASHINGTON HIGH SCHOOL INAUGURATION PROGRAM

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<p>Arrive in Washington, DC</p> <p>Hotel Check-In: Meet With the Close Up Concierge & Explore DC With Your School if Time Allows</p> <p>5:30 Welcome Dinner</p> <p>6:45 Orientation</p> <p>7:15 Introductory Workshop</p> <p>8:30 Liberal vs. Conservative Debate: Stand Up & Be Heard on Issues That Matter to You</p> <p>10:00 Student Lounge</p> <p>11:00 Room Check</p>	<p>8:00 Hot Breakfast Buffet</p> <p>9:00 Thomas Jefferson Memorial Study Visit & Group Photo</p> <p>10:15 Franklin D. Roosevelt Memorial Study Visit</p> <p>11:30 Martin Luther King, Jr. Memorial Visit</p> <p>12:15 Lunch & Smithsonian Museum of American History Study Visit</p> <p>3:00 National Politics Seminar: Hear From a Lobbyist, Policy-maker, or Journalist</p> <p>4:00 U.S. Marine Corps & Air Force Memorial Study Visits</p> <p>5:00 Dinner at DC's Historic Union Station</p> <p>6:30 Return to Hotel</p> <p>7:15 Capitol Hill Prep Workshop</p> <p>8:35 Mock Congress: Debate and Vote on Congressional Issues</p> <p>9:45 Student/Teacher Meetings</p> <p>10:00 Student Lounge</p> <p>11:00 Room Check</p>	<p>7:15 Hot Breakfast Buffet</p> <p>8:15 Capitol Hill Day: Take Advantage of As Many Activities As You Can!</p> <p>Meet With Your Members of Congress or Their Staffs</p> <p>Congressional Committee Hearings</p> <p>U.S. Capitol Hill Visitor Center & Museum</p> <p>Lunch at the House Cafeteria</p> <p>Supreme Court & Library of Congress</p> <p>Take a Seat in the Galleries</p> <p>2:30 Vietnam Veterans Memorial Study Visit</p> <p>3:15 Korean Memorial Study Visit</p> <p>4:00 WWII Memorial Study Visit</p> <p>4:30 Lincoln Memorial Study Visit</p> <p>5:00 Return to Hotel</p> <p>6:00 Issues of Democracy Workshop</p> <p>7:15 Hotel Dinner</p> <p>8:30 Current Issues in Public Policy Activity</p> <p>10:00 Student Lounge</p> <p>11:00 Room Check</p>	<p>8:00 Hot Breakfast Buffet</p> <p>9:00 Newseum Study Visit: Explore DC's Most Interactive Museum of News History</p> <p>12:30 Neighborhood Study Visit and Lunch on Historic U-Street</p> <p>2:30 Arlington National Cemetery: Tomb of the Unknown Soldier, JFK, and Challenger Memorial</p> <p>4:30 National Portrait Gallery Study Visit</p> <p>5:30 Dinner at Pentagon City Mall</p> <p>7:15 DC's Signature Night Monument Tour</p> <p>9:00 Student Lounge</p> <p>10:00 Room Check</p>	<p>Boxed Breakfast</p> <p>Inauguration Day Events With Your School Group</p> <p>Swearing-In of the 45th U.S. President and Vice President</p> <p>Inaugural Address</p> <p>Lunch on the National Mall</p> <p>Watch the Inaugural Parade: View the Procession Down Pennsylvania Ave to the White House</p> <p>5:00 Return to Hotel</p> <p>6:00 Hotel Dinner</p> <p>7:30 Inaugural Ball: Celebrate and Dance the Night Away at This Exclusive Event</p> <p>11:00 Room Check</p>	<p>8:30 Hot Breakfast Buffet</p> <p>Explore Washington, DC With Your School</p> <p>5:30 Return to Hotel</p> <p>6:00 Final Workshop</p> <p>7:45 Farewell Dinner, Banquet & Dance</p> <p>10:00 Student Lounge</p> <p>11:00 Room Check</p>
					<p>SUNDAY</p> <p>7:00 Breakfast</p> <p>Depart for Home</p>

Study visits led by our highly-trained instructors give students unique opportunities to learn using historic sites and institutions as living classrooms.

Workshops and seminars reinforce this learning and help students make personal connections to the roles that they, as ordinary citizens, play in democracy.

SAMPLE SCHEDULE SUBJECT TO CHANGE

CLOSE UP
WASHINGTON DC
www.closeup.org

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

TO: Steven Fong, Chief Academic Officer
AUSD Board of Education
From: Kevin Gorham
Date: December 5, 2016
Re: Civics Club travel to the Inauguration

To Whom It May Concern,

My name is Kevin Gorham and I am a teacher at Encinal High School. Among my many responsibilities at Encinal I also sponsor the **Civics Club** on campus. The club meets weekly and discusses and follows modern day politics. Additionally, Club members were involved in working during the campaign season canvassing, phone banking, and get out the vote on Election Day.

On January 16, 2017, Encinal High School's Civics Club has arranged a trip to Washington D.C. to attend the Inauguration. Three students from the club will be flying with me for a week long educational excursion of our nation's capital, culminating in attending this year's Inauguration.

The program cost for each student is \$2738.00 which includes, but not limited to, round trip airfare, hotel accommodations, all food, entry into all museums, and transportation around town. The trip was subsidized by fundraising. Students who had difficulty in fundraising were offered scholarships through the foundation, to offset cost and to insure every student who wanted to go went.

The purpose of the trip is twofold;

First to enhance our student's knowledge on how our government operates and how public policy is developed. During this experience students will meet and discuss policymaking with policymakers. Additionally, students will visit the monuments and museums that further enhance a student's understanding of our American Democracy.

Secondly we are traveling to Washington D.C. to witness the Swearing in of the 45th President of the United States. AS President Obama remarked after the election is that the "hallmark of our American Democracy is the peaceful transfer of power." My students will be able to bear witness to this American tradition that is unique and will prove to be an unforgettable experience. During 12th grade all seniors are required to take Government and a field trip/experience to Washington D.C. is directly aligned with the 12th grade history curriculum.

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

State Standards addressed during the field trip are but not limited too;

- 12.1 Students explain the fundamental principles and moral values of American democracy as expressed in the U.S. Constitution and other essential documents of American Democracy.**
- 12.2 Students evaluate and take and defend positions on the scope and limits of rights and obligations as democratic citizens, the relationships among them, and how they are secured.**
- 12.3 Students evaluate and take and defend positions on what the fundamental values and principles of civil society are (i.e., the autonomous sphere of voluntary personal, social, and economic relations that are not part of government), their interdependence, and the meaning and importance of those values and principles for a free society. (Will address this in Mock Congress)**
- 12.4 Students analyze the unique roles and responsibilities of the three branches of government as established by the U.S. Constitution.**
- 12.6 Students evaluate issues regarding campaigns for national, state, and local elective offices.**


During the course of the school year the Civics club has met weekly to discuss current political events as well as plan activities of active participation. Additionally, during this time we have also been planning our excursion to the Nation's capital to witness the 45th Presidential Inauguration. After we return the club will continue to meet evaluate our trip and continue discussing politics.

A trip such as this is a once in a lifetime opportunity. As a high school student a teacher brought me and several other students to Washington D.C. and it is a trip I will never forget and is one of the experiences I can point to today as to why I am actively involved in our American Democracy and why I teach AP Government and Politics at Encinal High School. Your approval of this field trip will be an investment in our communities future, helping students become more informed and responsible students, as well as give them the tools necessary to provide students with the best well-rounded education possible.

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students


If you have any questions please do not hesitate to e-mail me at kgorham@alameda.k12.ca.us or call me at 510-748-4023 ext. 2209.

Sincerely,



12/18/16

Kevin Gorham/Date
Encinal High School



12/18/16

Daniel Hurst/Date
Principal

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Teacher of the Year Launch for 2016-17 (5 Mins/Information)

Item Type: Information

Background: Each year parents, students, staff, and the community have the opportunity to recognize excellent teachers in the District by nominating them for Teacher of the Year (ToY).

Nomination forms will be available online and distributed to sites. Qualified nominees will be notified and have the opportunity to complete the process by submitting an application and letters of support.

The Teacher of the Year Committee will review the documents submitted by nominees and determine which nominees move forward as finalists. The Teacher of the Year Committee will observe all finalists and determine the candidate to best represent Alameda Unified as its nominee for the Alameda County Teacher of the Year.

The Teacher of the Year and finalists will be honored at a Board of Education meeting in May 2017.

Goals: Routine Matter

Fund:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Department Budget: N/A

Recommendation: This item is presented for information only.

AUSD Guiding Principle: #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #4 - Parental involvement and community engagement are integral to student success.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

Submitted By: Timothy Erwin, Chief Human Resources Officer

ATTACHMENTS:

Description	Upload Date	Type
❏ Teacher of the Year Presentation	12/21/2016	Presentation



Alameda Unified Teacher of the Year Program Launch

January 10, 2017



Teacher of the Year (ToY) Program

- Designed to honor and recognize outstanding teachers working for the Alameda Unified School District
- Alameda's ToY program modeled after Alameda County ToY and State ToY requirements



ToY Program, cont'd

- Families, students, staff, and community members are all encouraged to nominate teachers
- Nomination forms are available online and at school sites



ToY Program, cont'd

- Qualified nominees advance to the next phase, which includes an application process and submission of letters of support by nominee
- Selected finalists will be observed and interviewed by the Selection Committee



ToY Program, cont'd



- Alameda's Teacher of the Year will be formally introduced at the Board Meeting in May
- Alameda's Teacher of the Year will advance and participate in Alameda County Teacher of the Year Program in October



Teacher of the Year Timeline



January: Teacher of the Year Launch



February: Nominations Due

March: Selection of Finalists



April: Observe and Interview Finalists

May: Formally Introduce Alameda
Unified's Teacher of the Year



Amanda Cline
Ruby Bridges Elementary School
2016 AUSD Teacher of the Year



Amanda Cline

Ruby Bridges Elementary School

2016 AUSD Teacher of the Year

“Every moment of every day is geared toward encouraging student engagement, confidence, camaraderie, and peer accountability. My students are empowered to think independently, critically, and to accept responsibility for individual actions as well as those of the community. I nurture the abilities and strengths of all students and give them tools to better themselves and each other.”



John Dalton
Alameda High School
2015 AUSD Teacher of the Year



Michael Lamb
Alameda High School
2014 AUSD Teacher of the Year



2017 Teacher of the Year Selection Committee Members



In alphabetical order, the members are:

- Kevin Baker, Asst. Principal, Lincoln MS
- Amanda Cline, 2016 Teacher of the Year
- John Dalton, 2015 Teacher of the Year
- Gray Harris, Board Member
- Jennifer Hastings, PTA Council President
- Audrey Hyman, AEA President
- Sandy Wong, Coordinator, HR

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Overview of AUSD's Charter Oversight (10 Mins/Information)

Item Type: Information

Background: As exemplified by other items on the Board's agenda tonight, charter school issues are of increasing importance and visibility to AUSD. This presentation provides a high-level summary of how AUSD oversees the charter schools it authorizes.

Goals:

Fund:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Department Budget:

Recommendation: This item is presented for information only.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Chad Pimentel, General Counsel

ATTACHMENTS:

Description	Upload Date	Type
☐ Overview of Charter Oversight	1/4/2017	Presentation

Overview of Charter School Oversight

Chad Pimentel
General Counsel

January 10, 2017

First Things First: What is a Charter School?

- Public school that operates:
 - independent of the chartering entity and local school district
 - exempt from most of the Education Code
 - exempt from laws applicable solely to school districts
 - under chartering entity “oversight”
- Purposes (per Charter Law):
 - improve school learning
 - increase learning opportunities for all pupils, with emphasis on academically low achieving
 - encourage innovative teaching methods
 - create new professional opportunities
 - provide parents with expanded choice public school system

Scope of Tonight's Presentation

- Charter school oversight touches on nearly every area of AUSD's organization
- Starts with decision whether to accept charter school petition and what entity will “authorize” and oversee that new school
- Focus tonight is high-level review of how AUSD oversees currently operating charter schools
- Four broad oversight areas:
 - Facilities
 - Finance
 - Educational Program
 - Policies

Charter School Facilities Overview

- Two different sets of issues:
 - What facilities is the charter school using?
 - How is the charter maintaining and operating that space to adequately ensure pupil safety?
- The “what” is governed in part by state regulations (Proposition 39) and legal documents.
 - Primary oversight rests with General Counsel
- The “how” involves the same issues faced every day at District schools.
 - Primary oversight rests with Maintenance, Operations, and Facilities Department

Charter School Facilities: What

- Charters can buy or lease private space, or reach agreement with host district to use district space
- District has limited obligation to provide public facilities to charters based on in-district enrollment
 - Proposition 39 (separate presentation tonight)
 - Long-term facilities use agreement can be an alternative to Prop 39
- Terms of use set out in two documents:
 - Facilities Use Agreement: covers issues like amount of space, terms of occupancy, insurance, maintenance, etc., rent payment (if any)
 - Operations MOU: covers timing of payments, supplemental services, etc.

Charter School Facilities: How

- For charters located in District space, MOF:
 - Coordinates major repair or maintenance projects
 - Conducts checks of emergency radios
 - Coordinates bond projects if applicable
 - Responds to site concerns
 - In the past (when charter moves were more common in the District) coordinated site moves
 - Works with charter administrators and AUSD's Student Services Department on safety plan and related issues

Charter School Finances: Overview

- District's oversight of charters' finances analogous to County Office of Education's oversight of District's finances. Managed by Fiscal Department.
- Documents required by Operations MOU:
 - Multi-year budget (three times per year)
 - Audited financial statements
 - Cash flow and indebtedness data
 - Attendance data for current year and projected average daily enrollment (ADA) for future school years
 - Local Control and Accountability Plan (LCAP)
 - Insurance certificates

Charter School Finances: Revenue

- Like District, primary source of revenue is per-pupil funding allocated based on state's Local Control Funding Formula (LCFF)
- Some additional state/federal revenue, including grants
- LCFF funds set by the state and provided directly to charters
- Oversight limited to confirming Average Daily Attendance (ADA) on state-mandated dates
 - ADA is the starting point for LCFF calculations
 - The more students a school has, the more LCFF funds it gets
- Fiscal department reviews enrollment projections as part of review of multi-year budget

Charter School Finances: Budget and Expenditures

- Again like District, charter schools have Local Control and Accountability Plans (LCAP) tied to three-year budgets
- District reviews expenditures at year end and first and second interims to ensure that multi-year budget remains accurate and school remains fiscally sound
- District largely does not review choices charter makes about what to spend on:
 - Most of budget goes to personnel; District not involved in hire/fire decisions for charters
 - Next-largest category tends to be services and materials; District does not choose curriculum or professional development plan

Educational Program: Overview

- Two starting point documents:
 - Charter (setting out school's structure and goals)
 - LCAP (describing three-year plan for reaching those goals)
- Focus is on measurable pupil outcomes
 - Charter law provides that pupil outcomes must be the primary criterion used during charter renewal process
- Again, charter has significant leeway in determining its structure, curriculum, professional development, etc.

Educational Program: Annual Oversight Steps

- Managed by Education Services Department
- Includes:
 - Annual review of LCAP
 - Annual site visits
 - Multi-disciplinary teams with representatives from Teaching and Learning, Special Education, and Student Services departments as appropriate
 - Goal to ensure that the school's methods are geared toward producing measurable student success
 - Check whether school is following through on LCAP plans
 - Additional more in-depth review in years in which school's charter is up for renewal

Policy: Overview

- Jointly managed by Education Services Department and General Counsel
- Scope of oversight in this area limited by the Charter Law
 - Charters clearly exempt from many laws and regulations applicable to district schools; applicability of other laws (Brown Act, Government Code conflict of interest provisions) can be unclear.
- District uses Operations MOU to clarify some areas
 - Requires Brown Act and conflict of interest compliance

Policy: Documents and Review

- District also ensures that charters are following their own internal policies
- Per MOU, charters required to provide District with updated policies
- Largely complaint-driven process
- Complainants who believe policies have been violated may ask the District to investigate after the charter school's internal process has been exhausted
- Includes complaints regarding discriminatory or improper student discipline
- Questions regarding consequences of violation

Questions?

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Appointment of Representatives to AUSD-Authorized Charter School Boards (30 Mins/Action)

Item Type: Discussion/Action

Background: In September, members of the Board asked staff for a review of the requirements of Education Code § 47604, which permits a charter school's authorizer to appoint a representative to the school's board of directors. Staff presented on the topic at the Board's September 13, 2016 meeting. At that meeting, the Board directed staff to research the processes available for selecting district representatives to the boards of AUSD-authorized charters.

In November, the Board directed staff to solicit applications for possible representatives. The District received five applications. Tonight, the applicants will be given the opportunity to address the Board and answer any Board questions before the Board appoints representatives to the eligible charter boards.

The candidates' applications (redacted to remove personal contact information) are attached for review by the Board and public.

Goals: Build nonprofit, business and philanthropic partnerships Brought at Board request

Fund:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): n/a

Department Budget: n/a

Recommendation: Other

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success. | #4 - Parental involvement and community engagement are integral to student success. | #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Board Member Referral

ATTACHMENTS:

Description	Upload Date	Type
❏ Charter Board Applications	1/4/2017	Backup Material

What is your understanding of the role of a board member?

See attached

Do you have any special area of expertise or experience that you think would be helpful to a governing board?

See attached

If you have served on other school district, city, or community committees, please list and briefly describe your role:

See attached

Signature of Applicant

All answers and statements in this document are true and complete to the best of my knowledge.

Signature

Jeffrey A. Camlin

Date

12/12/16

Completed applications must be received in the
Superintendent's Office of the Alameda City Unified School District
2060 Challenger Drive, Alameda, CA 94501
cpimentel @ alameda.k12.ca.us

To ensure full consideration, applications must be received on or before **December 12, 2016**.

If you have any questions, please call the District's General Counsel, Chad Pimentel, at
(510) 337-7188.

It is the policy of the Alameda City Unified School District not to unlawfully discriminate on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, color, religion, marital status, age or mental or physical disability in the educational programs or activities which it operates.

Alameda City Unified School District

Application to Serve as a Representative to Charter Board.

Jeff Cambra's Responses to Application Questions

Why do you want to serve on the governing board of a charter school?

I believe that education is a vital part of the Alameda community, and the organizations that deliver educational services have a great responsibility, whether they are public or charter. I am interested in contributing my time and skills to further the objectives of these organizations.

As a member or former member of numerous nonprofit organizations and currently sit on a number of advisory boards, I am eager to bring this experience to the board of a charter school to assist in the furtherance of its mission and contribution to the community.

What is your understanding of the role of a board member?

Board members have both statutory duties and social responsibility roles to observe. From a statutory or legal perspective, board members have a duty of care, duty of loyalty, and a duty of adherence to laws.

The duty of care involves the board making decisions that ensure the prudent use of assets, including facilities, staff, and image in the community. While not directly involved in making operational decisions, board members are responsible for developing policies and guidelines for its staff to ensure the effectiveness and sustainability of the school. Board members are also responsible for overseeing the functioning of the organization through monitoring, reporting, and evaluating the various facets of the school.

The duty of loyalty requires each board member to make decisions that are in the best interest of the school and not the personal interest of the member. Closely aligned with this duty is the prohibition against self dealing, which involves a board member personally benefiting from decisions requiring board action.

All board members have an obligation to follow all laws and regulations that apply to the activities of the school. These laws range from the school's own charter and bylaws, to local, regional, and federal regulations. This responsibility is more complicated for a charter school given the extensive regulations that govern schools in general.

Jeff Cambra's Responses to Application Questions

Page 2

The social responsibility role involves the obligations and interactions the board and staff have with students, their parents, and the community at large. It is important for a board member to understand and appreciate the place the school has within the education community and beyond to the larger public community.

Do you have any special area of expertise or experience that you think would be helpful to a governing board?

I have extensive experience serving on numerous boards in various capacities including leadership (two term president of the Alameda League of Women Voters), financial (multi-year treasurer of Bike Walk Alameda, public relations (Director of Publicity, Rotary Club of Alameda), and legal (Advisory Board, Frank Bette Center for the Arts.) Additionally, I am a licensed attorney, professional mediator, facilitator, and collaboration design professional.

Transparency in governing can be challenging to many organizations, since in some cases, it results in creating conflict within the board, the school, and the community. I was selected to facilitate the discussions between the city council appointed committee assigned to bring a draft "sunshine" ordinance to the council and served as the Chairman of the City of Alameda's Open Government Commission from 2012 to 2014. I am committed to furthering the concepts of transparency and open government.

As a former Assistant City Attorney for a neighboring jurisdiction, I was responsible for developing policy, drafting legislation, and advising a city council on matters pertaining to mobile home rent control. I am comfortable with functioning within the public bodies environment and providing guidance to elected officials.

If you have served on other school district, city, or community committees, please list and briefly describe your role:

2013	Historic Alameda High School Future Uses Community Discussion Designed and implemented a comprehensive community discussion for the Alameda Unified School District. Project involved identification and outreach to stakeholders, soliciting public comment (including confidential and anonymous comments), scheduling five public meetings, and developing curriculum to educate stakeholders on the subject matter. The project succeeded in obtaining a unanimous recommendation from 13 stakeholder organizations representing over 3000 people.
------	---

Jeff Cambra's Responses to Application Questions

Page 3

- 2014 City of Alameda Rental Housing Community Discussion Project
When Alameda residents were being displaced from their homes by large rent increases, I proposed a city-wide community discussion with tenants and landlords working together to collaborate on mutually beneficial solutions. I identified and organized individual interests into stakeholder groups, organized multiple individual stakeholder group meetings, and conducted three public meetings to build consensus around solutions. A six point collaborative proposal was presented to the City Council for implementation in January of 2015.
- 2015 Designed and facilitated the "interested parties" discussion, which developed guidelines for the Altarena Playhouse board subcommittee, who was in charge of hiring a new artistic director.

(Please Print or Type)

FAX #: _____ E-Mail: _____

YES	NO
X	
	X
	X
	X
X	

I see a need for more transparency. Because charters receive public funds, there must be public oversight. Also, I see a need for charters to be working more in tandem, and less at odds with the public schools. More communication between both entities is the answer.

What is your understanding of the role of a board member?

In this case, I see this board role as a facilitator for openness and communication. In the larger sense, I see a board member as a part of a whole system of checks and balances that ensures decisions are well considered for the common good. Each board member brings a different perspective, and that's a positive element for decision making.

Do you have any special area of expertise or experience that you think would be helpful to a governing board?

I have researched a great deal about charter laws, in particular in the area of Prop. 39, as a result of my experiences during the co-location of ACLC and Wood middle schools. At that time, I gave myself a "crash course" in charter law.

If you have served on other school district, city, or community committees, please list and briefly describe your role:

I've held a PTA Council board position, held various PTA board positions over the past 14 years (including president) at both Lum Elementary and Wood Middle Schools. I'm also currently an active representative for the Alameda High School Boosters.

Signature of Applicant

All answers and statements in this document are true and complete to the best of my knowledge.

Signature Jane G. Grimaldi Date 12/11/16

Completed applications must be received in the
Superintendent's Office of the Alameda City Unified School District
2060 Challenger Drive, Alameda, CA 94501
cpimentel @ alameda.k12.ca.us

To ensure full consideration, applications must be received on or before **December 12, 2016**.
If you have any questions, please call the District's General Counsel, Chad Pimentel, at
(510) 337-7188.

It is the policy of the Alameda City Unified School District not to unlawfully discriminate on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, color, religion, marital status, age or mental or physical disability in the educational programs or activities which it operates.

Since my retirement from AUSD in 2010, I have had the privilege of working with the Academy of Alameda in an administrative capacity. Serving on their governing board would allow me the opportunity to continue my commitment to education serving the children of Alameda, utilizing my skill set developed over many years in and around the educational field.

What is your understanding of the role of a board member?

As a board member, I would act as a representative linking the governing board of the Alameda Unified School District with the governing board of the Academy of Alameda. The end goal would be to enhance communication and the working relationship between the two governing bodies. The overarching goal would be to provide the best educational programs and opportunities for all students in Alameda.

Do you have any special area of expertise or experience that you think would be helpful to a governing board?

I have worked 37 years as a public school educator, in the following roles:

13 years - middle school teacher

24 years - administration, including high school vice principal, middle school principal, high school principal, and district office administrator (director & assistant superintendent).

Since my retirement from AUSD in 2010, I have worked as an independent contractor in administrative roles for both the Academy of Alameda and NEA.

If you have served on other school district, city, or community committees, please list and briefly describe your role:

AUSD - served on countless site and district committees both as a teacher & administrator (1972 - 2010)

Academy of Alameda - Administrative hiring committee (2011); Independent administrative contractor (2011-current)

NEA - Administrative consultant/Independent administrative contractor

Alameda Men's Golf Club - Board member, vice president & president

Alameda Junior Golf Club - Board member & chairman of Scholarship committee since its inception in early 1990s

Signature of Applicant

All answers and statements in this document are true and complete to the best of my knowledge.

Signature Michael Jimenez Date 12/12/16

Completed applications must be received in the
Superintendent's Office of the Alameda City Unified School District
2060 Challenger Drive, Alameda, CA 94501
cpimentel @ alameda.k12.ca.us

To ensure full consideration, applications must be received on or before **December 12, 2016**.

If you have any questions, please call the District's General Counsel, Chad Pimentel, at
(510) 337-7188.

It is the policy of the Alameda City Unified School District not to unlawfully discriminate on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, color, religion, marital status, age or mental or physical disability in the educational programs or activities which it operates.

**ALAMEDA CITY UNIFIED SCHOOL DISTRICT
APPLICATION TO SERVE AS REPRESENTATIVE TO CHARTER BOARD**

(Please Print or Type)

Name: Mike McMahon

Address: [REDACTED]

Home Phone: [REDACTED]

FAX #: E-Mail: [REDACTED]

I would be interested in serving on the following board: *(check all that apply)*

- ☒ Academy of Alameda
- ☐ Alameda Community Learning Center
- ☐ Nea Community Learning Center
- ☐ Community Learning Center Schools, Inc.

1. Are you an employee of the District? No
2. Are you a vendor, contractor, or consultant to the school district? No
3. Do you have conflicts that would preclude your attending quarterly meetings? No
4. Do you know of any reason, such as a potential conflict of interest, which would adversely affect your ability to serve? No
5. Are you willing to comply with the ethics code included in the bylaws? Yes

Why do you want to serve on the governing board of a charter school?

I believe I possess a unique set of skills that will serve the community well.

What is your understanding of the role of a board member?

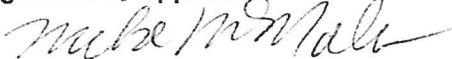
A board member reviews and decides if staff recommendations for running a school are in the best interest of the community.

Do you have any special area of expertise or experience that you think would be helpful to a governing board?

12 years serving on the Alameda School Board and 2 years as a staff member of Oakland Unified Charter Oversight team.

If you have served on other school district, city, or community committees, please list and briefly describe your role: Board member on the School Board

Signature of Applicant



All answers and statements in this document are true and complete to the best of my knowledge.

Signature Date: 12/12/2016

**ALAMEDA CITY UNIFIED SCHOOL DISTRICT
APPLICATION TO SERVE AS REPRESENTATIVE TO CHARTER BOARD**

(Please Print or Type)

Name: Dennis Popalardo

Address: [REDACTED], Alameda, CA 94502

Home Phone: [REDACTED] Work Phone: [REDACTED]

FAX #: [REDACTED] E-Mail: dennispopalardo@yahoo.com

I would be interested in serving on the following board: (check all that apply)

- ☒ Academy of Alameda
- ☒ Alameda Community Learning Center
- ☒ Nea Community Learning Center
- ☒ Community Learning Center Schools, Inc.

1. Are you an employee of the District?
2. Are you a vendor, contractor, or consultant to the school district?
3. Do you have conflicts that would preclude your attending quarterly meetings?
4. Do you know of any reason, such as a potential conflict of interest, which would adversely affect your ability to serve on the Independent Citizens' Oversight Committee?
5. Are you willing to comply with the ethics code included in the bylaws?

YES	NO
	X
	X
	X
	X
X	

Please fully answer each of the questions below. You may append a separate document if you need more space to fully answer.

Why do you want to serve on the governing board of a charter school?

Education is very important to me. I have a child who is currently in the first grade in Alameda. I ran for school board in 2016. Although I was not elected, I still feel that I have a lot to offer our school community in Alameda. I see service on a charter board as an excellent way for me to help maintain, and even improve, the quality of education in Alameda. During my campaign for school board, I had the opportunity to speak with many charter school parents about their issues and I found them to be passionate about their children's education. I look forward to the opportunity to work closely with the charter school parents, teachers and administrators to ensure that we provide students with the best possible education.

What is your understanding of the role of a board member?

The role of CLCS board member is to oversee the boards of Nea and ACLC as well as the CLCS Executive Director. The role of a member of the governing board of Nea, ACLC or Academy of Alameda is to oversee the performance of the school leader/lead facilitator/executive director. Charter board members oversee the school's budget, graduation standards, curriculum, policies and facilities issues. It is the duty of a charter board member to vote in the best interests of the school.

Do you have any special area of expertise or experience that you think would be helpful to a governing board?

I am an attorney with 24 years of practice. My legal insight and experience would bring an important perspective to issues being dealt with by a charter board. In my work as an attorney, I have developed important skills of negotiation and compromise, which I believe would be valuable to a charter board.

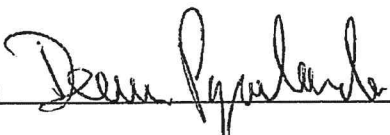
Additionally, I am a founding board member of Kids' Chance California, a non-profit organization that raises money and awards scholarships to children of workers who are fatally or catastrophically injured at work. My experience serving on the Kids' Chance board would be helpful to a role on the charter board.

If you have served on other school district, city, or community committees, please list and briefly describe your role:

I am the chairperson of the scholarship committee of Kids' Change California. My committee reviews all scholarship applications and makes recommendations to the board.

Signature of Applicant

All answers and statements in this document are true and complete to the best of my knowledge.

Signature  Date 12/7/16

Completed applications must be received in the
Superintendent's Office of the Alameda City Unified School District
2060 Challenger Drive, Alameda, CA 94501
cpimentel @ alameda.k12.ca.us

To ensure full consideration, applications must be received on or before **December 12, 2016.**

If you have any questions, please call the District's General Counsel, Chad Pimentel, at
(510) 337-7188.

It is the policy of the Alameda City Unified School District not to unlawfully discriminate on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, color, religion, marital status, age or mental or physical disability in the educational programs or activities which it operates.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Enrollment Projections for Academy of Alameda Charter Schools' Proposition 39 Requests (10 Mins/Action)

Item Type: Action

Background: Proposition 39 is the state law entitling charter schools of a certain size to use a proportional share of district school buildings. The Prop 39 process begins on November 1, when charter schools submit requests for space for the following school year. Academy of Alameda Charter Middle School (AOAMS) and Academy of Alameda Charter Elementary School (AOAES) submitted timely Prop 39 requests for next year.

Prop 39 requests are based off of the charter schools' projected enrollment for the coming school year. The next step in the Prop 39 process is for the District to report any objections it has to the charter schools' enrollment projections and propose alternate projections if necessary.

During its analysis of the requests, staff identified objections to AOAES's enrollment projection. As a result, staff developed an alternative enrollment projection for AOAES. The objections and alternative projection now come to the Board for approval in advance of the District's January 11th deadline to respond.

Goals:

Fund:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A. This item represents only the first step in the Prop 39 process; any fiscal impact cannot be determined until the District is prepared to make a final offer.

Department Budget:

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Chad Pimentel, General Counsel

ATTACHMENTS:

Description	Upload Date	Type
❏ AOA Enrollment Projections Presentation	12/20/2016	Presentation

Enrollment Projections for Academy of Alameda Charter Schools Proposition 39 Requests

Chad Pimentel
General Counsel

January 10, 2017

Overview

- Proposition 39 Basics
- Proposition 39 Timeline
- Academy of Alameda Charter Schools' 2016-17 Enrollment Projections
- Staff's Objections and Recommended Alternative 2016-17 Enrollment Projections for Academy of Alameda Elementary School

Proposition 39 Basics

- Part of ballot measure approved in 2000.
- Entitles charter schools to space in district facilities.
 - Space is allocated based on number of in-district students reasonably projected to attend the charter.
 - Facilities must be “reasonably equivalent” to those provided to students in district schools.
- AOA Elementary and AOA Middle only schools participating in Prop 39 process for next year.

Proposition 39 Timeline

AoA and the District agreed to the following timeline :

- November 1: Charters provide District with enrollment projections and identify preferred locations.
- January 11: District either accepts the projections or objects and proposes its own projections.
- January 31: If District objects, charters respond and either reaffirm or modify their initial projections.
- February 15: District makes preliminary space offer.
- March 10: Charters respond to preliminary offer.
- April 1: District makes final space offer.

AOA Enrollment Projections: Methodology

- AOA submitted 2016-17 Prop 39 requests for its elementary (AOAES) and middle (AOAMS) schools.
- Used “cohort survival” method to create projections.
 - At least one study has concluded is most accurate method (Pettibone & Bushan, 1990)
 - History is the best guide
 - Assumes set percentage of current students progress to the next grade
 - Must be based on historical data

AOAMS's Enrollment Projection

In-District ADA	Last Year's Prop 39 Projections for 2016-17	2016-17 Actual Enrollment	This Year's Prop 39 Projections for 2017-18
6 th Grade	133.44	112.32	127.68
7 th Grade	132.48	128.64	120.00
8 th Grade	126.72	125.76	132.48
Total	392.60	366.72	380.16

- AOAMS projects that all current sixth- and seventh-grade students will progress to the next grade **and** that the school will enroll approximately 14 new rising in-district seventh- and eighth-graders (red/diagonal arrows).
- AOAMS projects that its incoming sixth-grade class will be approximately 16 students larger than its current sixth-grade class (blue/straight arrows).
- District disputes these assumptions.

Objections to AOAMS's 2017-18 Enrollment Projection

- AoA assumes that in-district enrollment will increase in rising seventh- and eighth-grade classes.
 - But from 15-16 to 16-17, rising seventh grade class in-district ADA decreased by 5.31; rising eighth grade class in-district increased by 2.16. Aggregate loss of 3.15.
 - And from 14-15 to 15-16, rising seventh grade class in-district ADA decreased by 3.66; rising eighth grade class in-district decreased by 8.91. Aggregate loss of 12.57.
 - Thus, historical data underlying cohort succession model does not support projected increase in seventh- and eighth-grade cohorts.

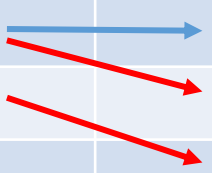
Objections to AOAMS's 2017-18 Enrollment Projection

- AoA assumes that in-district enrollment will increase in incoming sixth-grade.
 - But as of October 31, AoA had received 11 fewer sixth grade intent to enroll forms than it received by the same point last year. Points to smaller incoming class.
 - And District has seen multi-year trend of increased enrollment at Wood and Encinal Jr. Jets.
 - Thus, historical data underlying cohort succession model does not support projected increase in seventh- and eighth-grade cohorts.

Recommended Alternative 2017-18 Enrollment Projection for AOAMS

- AoAMS's suggested departures from cohort succession model are not based on historical data. District proposes relying solely on cohort succession model:

	2016-17 Actual	2017-18 Projected
6 th Grade	112.32	112.32
7 th Grade	128.64	112.32
8 th Grade	125.76	128.64
Total In-District ADA	366.04	353.28



AOAES's Enrollment Projection

In-District ADA	2015-16 Actual Enrollment	Last Year's Prop 39 Projections for 2016-17	2016-17 Actual Enrollment	This Year's Prop 39 Projections for 2017-18
Kindergarten	33.25	45.60	41.80	45.60
1st Grade	13.30	33.25	29.45	45.60
2nd Grade	--	22.80	21.85	35.15
3 rd Grade	--	--	--	28.50
Total		101.65	93.10	153.90

- Projects increased in-district enrollment for all rising classes (despite observed K->1 attrition this year).
- Projects higher percentage of in-district kindergarteners next year.

Objections to AOAES's 2016-17 Enrollment Projection

- AoA assumes that in-district enrollment will increase in rising first-grade class.
 - But from 15-16 to 16-17, rising first grade class in-district ADA decreased.
 - Historical data from other charter school in the district shows similar K->1 attrition.
- AoA assumes in-district ADA will increase in rising second- and third-grade classes.
 - Limited historical data.
 - As of December 15, 2016, AoA had not received enough applications to meet projections, even assuming no attrition.
- AoA assumes increase in in-district kindergarten students:
 - Intent to enroll forms comparable to last year; does not support increase.

Recommended Alternative 2017-18 Enrollment Projection for AOAES

- As with AoAMS, District believes that cohort succession model is only reasonable method for AoAES. The historical data should be allowed to speak for itself. Relying solely on cohort succession model, District's projections are:

	2016-17 Actual	2017-18 Projected
Kindergarten	41.80	41.80
1st Grade	29.45	41.80
2nd Grade	21.85	29.45
3rd Grade	--	21.85
Total In-District ADA	93.10	134.90

Questions?

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2016-2017.48 Declaring Alameda Unified School District as a Safe Haven School District (10 Mins/Information)

Item Type: Information

Background: On November 8, 2016, voters in California and across the nation participated in the democratic process by casting votes that determine political leaders and public policies and expressed strong support for public schools by embracing bilingual education through Proposition 58, strengthening funding sources through Proposition 55, and modernizing school facilities through Proposition 51.

Alameda is a diverse community in the San Francisco Bay Area and is noted for having over 72 different languages spoken in AUSD's schools (including Arabic, Chinese, English, Spanish, Tagalog, Vietnamese, and many others). Approximately 11% percent of approximately 9,500 AUSD students were identified as being born outside the USA and/or immigrants to this country, 17% were identified as English language learners, 27% of students qualified for free and/or reduced lunch, and a clear majority of AUSD families and students identified themselves as people of color.

Alameda Unified School District has partnered with many different civic agencies (e.g., The Alameda Collaborative for Children, Youth, and their Families (ACCYF), The City of Alameda, The Alameda Chamber of Commerce, Alameda Education Association (AEA), California School Employees Association (CSEA Units 27 and 860), Alameda Education Foundation (AEF), Alameda PTA Council, and Alameda Family Services (AFS)) this past year to promote a public awareness campaign, spearheaded by our LGBTQ Round Table and affirming our collective commitment to the idea that "Everyone Belongs Here" and that we all must work to confront all forms of hate, bigotry, and bullying in order to counter intolerance.

Youth and families across the district, county, state, and nation have already experienced increased levels of hate speech based on their national origin, ethnicity, religion, or sexual orientation before, during, and after the election in an America still not free of hatred. Tonight staff present a draft resolution declaring AUSD as a "Safe Haven School District" in order to safeguard the public we serve and uphold the values of our organization.

Goals: Build nonprofit, business and philanthropic partnerships

Fund:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): n/a

Department Budget: n/a

Recommendation: This item is presented for information and will return to the Board for approval at a subsequent meeting.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

Submitted By: Sean McPhetridge Ed.D., Superintendent

ATTACHMENTS:

Description	Upload Date	Type
☐ Safe Haven Resolution	12/20/2016	Resolution Letter

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

January 24, 2017

Resolution No. 2016-2017.48

**Resolution Declaring Alameda Unified School District
As a Safe Haven School District**

WHEREAS, The Alameda Board of Education is committed to promoting Alameda Unified School District's vision of serving a diverse community of students in an inclusive, safe, and secure environment; and

WHEREAS, The Board of Education is also committed to the success of all students regardless of their national origin, ethnicity, religion, sexual orientation, ability, gender, or socio-economic status; and

WHEREAS, The Declaration of Independence of the United States of America prominently and clearly recognizes every individual's right to life, liberty, and the pursuit of happiness; and

WHEREAS, This great nation was built by diverse peoples, both native and immigrant alike; and

WHEREAS, Education plays a critical role in furthering tolerance in our society; and

WHEREAS, On November 8, 2016, voters in California and across the nation participated in the democratic process by casting votes that determine political leaders and public policies; and

WHEREAS, California voters during the 2016 general election expressed strong support for public schools by embracing bilingual education through Proposition 58, strengthening funding sources through Proposition 55, and modernizing school facilities through Proposition 51; and

WHEREAS, a super-majority of Alameda voters (74%) demonstrated strong support for public schools through the passage of Measure B1, a renewal parcel tax that represents approximately 12% of AUSD's annual budget and that commences when Measure A sunsets in 2018; and

WHEREAS, Alameda is a diverse community in the San Francisco Bay Area and is noted for having over 72 different languages spoken in Alameda Unified School District schools (including Arabic, Chinese, English, Spanish, Tagalog, Vietnamese, and many others); and

WHEREAS, as of December 2016, 1028 students (or approximately 11% percent of AUSD students) were identified as being born outside the USA and/or immigrants to this country; and

WHEREAS, as of December 2016, some 17 percent of approximately 9500 students in Alameda Unified School District were identified as English language learners, 27 percent of students qualified for free and/or reduced lunch (thus designating them as socioeconomically challenged), and a clear majority of AUSD families and students identified themselves as people of color; and

WHEREAS, Alameda Unified School District has partnered with many different civic agencies (e.g., The Alameda Collaborative for Children, Youth, and their Families (ACCYF), The City of Alameda, The Alameda Chamber of Commerce, Alameda Education Association (AEA),

California School Employees Association (CSEA Units 27 and 860), Alameda Education Foundation (AEF), Alameda PTA Council, and Alameda Family Services (AFS)) this past year to promote a public awareness campaign, spearheaded by our LGBTQ Round Table and affirming our collective commitment to the idea that “Everyone Belongs Here” and that we all must work to confront all forms of hate, bigotry, and bullying in order to counter intolerance; and

WHEREAS, The national presidential election in 2016 resulted in thousands of students and families in the Bay Area and indeed across the state and nation expressing fear, sadness, and concerns for safety, heightened because of divisive and intolerant rhetoric made over the course of the 2016 presidential race; and

WHEREAS, Youth and families across the district, county, state, and nation have already experienced increased levels of hate speech based on their national origin, ethnicity, religion, or sexual orientation before, during, and after the election in an America still not free of hatred;

NOW, BE IT RESOLVED, That the Alameda Unified School Board of Education directs the Superintendent to support the creation of a safe haven school district. This status shall include:

- Promoting tolerance and acceptance while taking a stand against hate speech;
- Urging Immigration and Customs Enforcement (ICE) to maintain its 2011 policy stating that it will not conduct immigration enforcement activity at any sensitive location, which includes schools, without permission by specific federal law enforcement officials unless exigent circumstances exist;
- Maintaining the orderly operation of district facilities by requiring ICE to receive advance approval before entering district sites unless otherwise authorized by law;
- Sharing of student files that may be used to ascertain legal status of students only where required by law;
- Designating AUSD school sites as safe havens for students, families, and the community;
- Allocating resources necessary to help promote and support diversity, inclusion, and values of a multicultural society, particularly with regard to the existing work led by the LGBTQ Round Table, Black Achievers Alliance, ALCANCE (AKA Latino Achievement Round Table), and Alameda Special Education Parent Support Group; and
- Reaffirming our need to ensure the teaching of AUSD’s K-5 literature-based lessons on understanding the rights of all people and safeguarding fair treatment of protected classes (e.g., different abilities, ethnicities, genders, nationalities, religions, sexual orientations); and

RESOLVED FURTHER, That the Alameda Unified School District shall aim to continue working closely with the City, County, state and local municipalities, and other local community organizations to ensure our students and families are offered a protected space where they can feel included and can feel safe; and

RESOLVED FURTHER, That the Alameda Board of Education by support of this resolution is affirming that American ideals celebrated herein contain core values that include liberty, equality, democracy, individualism, equity, unity, and diversity and that we will continue to promote and safeguard those American values; and

RESOLVED FURTHER, That the Board of Education reaffirms its focus on promoting and elevating tolerance, inclusiveness, and kindness to all students, families, and staff at AUSD school sites; and

RESOLVED FURTHER, That the Board of Education reaffirms authority of the Superintendent to protect the data and identities of any student, family member, or school employee who may be adversely affected by any future policies or executive action that results in the collection of any personally identifiable information to the fullest extent provided by the law; and

RESOLVED FURTHER, That to the maximum extent possible the Board of Education shall not allow ICE agents on school sites without receiving prior written approval from the Superintendent; and be it finally

RESOLVED FURTHER, That the Board of Education affirms and upholds Alameda Unified School District's unequivocal commitment to ensuring a safe educational environment for all, committing itself to AUSD being a safe haven school district for students and families threatened by immigration enforcement or discrimination, to the fullest extent of the law.

PASSED AND ADOPTED by the following vote this 24th day of January, 2017:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Gary K. Lym, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____

Sean McPhetridge, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California